



**BLUEWATERS
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
FEBRUARY 12, 2018
6:15 P.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

www.bluewaterscdd.org
305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
Somerset Academy Silver Palms-Cafeteria Room
23255 S.W. 115th Avenue
Miami, Florida 33032
REGULAR BOARD MEETING
February 12, 2018
6:15 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Re-Election of Officers (as required)
 - Chairperson
 - Vice Chairperson
 - Secretary/Treasurer
 - Assistant Secretaries
- E. Approval of Minutes
 - 1. October 9, 2017 Regular Board MeetingPage 2
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Old Business
 - 1. Update Regarding Parking Enforcement/Towing
 - 2. Update Regarding Stormwater Management – County Streets
- I. New Business
 - 1. Discussion Regarding Hurricane “Irma” and FEMA Funding
 - 2. Discussion Regarding 2018/2019 FY Proposed Budget Process
 - 3. Consider Lawn and Landscape Service Agreement Between the District & Plant Brothers (Contractor) with Effective Date January 2, 2018.....Page 7
- J. Administrative & Operational Matters
 - 1. Discussion Regarding Street Signage – District & County Responsibility
 - 2. Consider Proposal to Trim Coconut Palm Trees on Perimeter of Lake Banks.....Page 24
 - 3. Discussion Regarding General Election Qualifying Period for Seat #1 #2 & #5
- K. Board Member & Staff Closing Comments
- L. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, 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, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

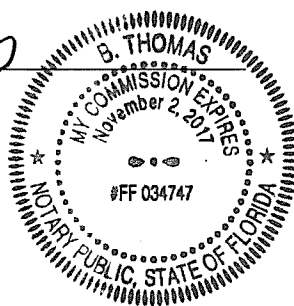
09/21/2017

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
21 day of SEPTEMBER, A.D. 2017

(SEAL)

MARIA MESA personally known to me



BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Bluewaters Community Development District (the "District") will hold Regular Meetings in the Somerset Academy Silver Palms Cafeteria Room, 23255 SW 115th Avenue, Miami, Florida 33032, at 6:15 p.m. on the following dates:

October 9, 2017
November 13, 2017
December 11, 2017
February 12, 2018
March 12, 2018
April 9, 2018
May 14, 2018
June 11, 2018
July 9, 2018
September 10, 2018

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 or by contacting the District Manager at 305-777-0761 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 305-777-0761 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.

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT

www.bluewaterscdd.org
9/21

17-134/0000259552M

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 9, 2017

A. CALL TO ORDER

District Manager Neil Kalin called the October 9, 2017, Regular Board Meeting of the Bluewaters Community Development District to order at 6:21 p.m. in the Cafeteria Room of Somerset Academy Silver Palms located at 23255 SW 115th Avenue, Miami, Florida 33032.

B. PROOF OF PUBLICATION

Mr. Kalin presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on September 21, 2017, as part of the District's Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Kalin determined that the attendance of Chairman Warren Matthews, Vice Chairman Jasson Apolinario and Supervisor Lorna Burnett constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Neil Kalin of Special District Services, Inc.; District Counsel Vanessa Steinerts of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present was District resident Steven Lewis of Homestead, Florida.

D. RE-ELECTION OF OFFICERS

As a result of the resignation of Kent Calero, which was effective June 12, 2017, Mr. Kalin recommended that the Board re-elect officers. He then provided the following list of names for consideration:

- a. Chairperson – Warren Matthews
- b. Vice Chairperson – Jasson Apolinario
- c. Secretary/Treasurer – Neil Kalin
- d. Assistant Secretaries – Lorna Burnett, Armando Silva and Gloria Perez

A discussion ensued after which;

A **motion** was made by Ms. Burnett, seconded by Mr. Matthews and passed unanimously to *elect* the Bluewaters Community Development District Officers, as stated above.

E. APPROVAL OF MINUTES

1. June 12, 2017, Public Hearing & Regular Board Meeting

Mr. Kalin presented the minutes of the June 12, 2017, Public Hearing & Regular Board Meeting and asked if there were any corrections and/or revisions. There being none, a **motion** was made by Mr. Apolinario, seconded by Mr. Matthews and passed unanimously

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
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OCTOBER 9, 2017

approving the minutes of the June 12, 2017, Public Hearing & Regular Board Meeting, as presented.

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

H. OLD BUSINESS

1. Discussion Regarding Parking Enforcement and Annual Estimated Costs

Mr. Kalin provided information in the form of a proposal from Security Watch Group LLC, (hereafter “SWG”) for the purpose of acting as the District’s parking enforcement agent. The District had previously adopted District “Parking Rules” in August 2014 and recently, with numerous community parking violations the District, has been forced to take action. The proposal from SWG provides a minimum of twelve (12) random visits to the District per month and those violating the Parking Rules will have their respective vehicle(s) stickered with a 24-hour notice stating that the vehicle will be towed when the first 24 hour period expires. In addition to SWG acting as the District’s parking enforcement agent, SWG will provide patrols in an SWG vehicle equipped with security lighting. The addition of a patrol vehicle will give the perception of security and could act as a deterrent to mischievous activity. Timing of implementation of parking enforcement was discussed, including the mailing of a notice to residents, of the District’s intention to actively tow violators of the Parking Rules. With regard to the proposed mailed notices to the residents, the consensus of the Board was since SWG will give a 24-hour sticker notice on each vehicle in violation of the Parking Rules that a letter to residents was not required. Mr. Kalin advised that the District had previously (2015) entered into an agreement with the towing company, Regulated Towing, Inc. and stated that he would contact Regulated to inform them of the District’s intention to commence towing before the end of November 2017. Further discussion ensued after which;

A **motion** was made by Mr. Apolinario, seconded by Mr. Matthews and passed unanimously to engage the firm of Security Watch Group LLC to serve as the District’s parking enforcement agent, as outlined in the proposal dated September 19, 2017; and authorizes District Counsel to prepare an Agreement between the District and Security Watch Group LLC, outlining all parameters and conditions for Parking Enforcement within District property; and further authorizes District officials to execute the Agreement (subject to final review and approval by Counsel and District Manager); and further authorizes the District Manager to inform Security Watch Group LLC of the pending Agreement.

The Board recommended that the District post an announcement on the District’s website, informing the residents of the District’s intention to tow parking violators and to include in the announcement a depiction of the areas where parking is prohibited. In addition, with the upcoming holidays, the District Manager and Staff will communicate with the Parking

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 9, 2017

Enforcement Agent to use leniency in placing stickers on vehicles associated with residents holding holiday parties.

I. NEW BUSINESS

1. Discussion Regarding Hurricane Irma and Post Storm Community Clean-Up

Mr. Kalin briefly outlined the actions taken post Hurricane Irma. County departments were notified of downed street signage and where debris was stacked on street/road right of ways. Initially, Tracey's Lawn Care, Inc. (the "Contractor"), removed fallen trees from streets and roads within the District. The Board reported that the tree debris on interior roads/streets had become dump sites and that there had been no clean-up by the County. Mr. Kalin advised that the Contractor had cleaned the lake tracts over the weekend. Mr. Kalin indicated that he would reach out to the Contractor to determine when the District's common areas would be cleaned and mowed. In addition, Mr. Kalin stated that he would contact Miami-Dade County Waste Division to find out a timeframe for right of way debris removal. The Board suggested that the County 3-1-1 contact information be posted on the District's website.

2. Consider Resolution No. 2017-05 – Adopting an Amended Fiscal Year 2016/2017 Final Budget

Mr. Kalin presented Resolution No. 2017-05, entitled:

RESOLUTION NO. 2017-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2016/2017 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kalin read the title of the resolution into the record, provided an explanation for the document and stated that the Operating Fund, as of September 30, 2017, had a positive balance. In addition, Mr. Kalin stated that the Debt Service Fund for the Series 2014 Refunding Bonds had sufficient funds to make the required November 1, 2017, debt service payment(s). A discussion ensued after which;

A **motion** was made by Mr. Apolinario, seconded by Mr. Matthews and passed unanimously to approve and adopt Resolution No. 2017-05, *as presented*; thereby setting the amended/revised final budget for the 2016/2017 fiscal year.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Community Stormwater Management & Drainage

BLUEWATERS COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 9, 2017

Mr. Matthews raised concerns regarding the street drainage system. Mr. Kalin explained that street drainage was a system of exfiltration trenches and that over time, portions of the system could have sediment built up. Mr. Kalin stated that he would have Staff randomly inspect storm drain inlet structures within the County streets to determine the amount of sediment. The County will be notified of the findings by District Staff.

2. Consider Approval of Two Year Renewal Option of Grau & Associates

At the October 13, 2014, Bluewaters Community Development District Board of Supervisors' meeting, the firm of Grau & Associates had been selected to perform the 9-30-2014, 9-30-2015 and 9-30-2016 year end audits of the District with an option to perform the 9-30-2017 and 9-30-2018 audits. The fees for the 9-30-2014 audit were \$3,300; the fees for the 9-30-2015 audit were \$3,400; and the fees for the 9-30-2016 audit were \$3,500. The proposed fees for the 9-30-2017 audit is \$3,600, which is the budgeted amount for audit fees for Fiscal Year 2017/2018. The proposed fee for the 9-30-18 audit is \$3,600. Mr. Kalin explained that management has been pleased with the professionalism and competence of the Grau & Associates' partners and staff; therefore, management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2017 and 9-30-2018 audits for Grau & Associates. A discussion ensued after which;

A **motion** was made by Mr. Apolinario, seconded by Mr. Matthews and passed unanimously to approve the 2-year renewal option for the fiscal years ending 9/30/2017 and 9/30/2018 and authorizes management to engage the firm Grau & Associates to perform the referenced annual audits and approves the respective annual proposal fees of \$3,600 per year per audit.

3. Discussion Regarding Board Vacancies in Seats #1 and #4

Mr. Kalin reminded the Board of the vacancies currently in Seats #1 and #4 and then asked Mr. Lewis, a resident of the District, if he was interested in serving on the District's Board of Supervisors. Mr. Lewis stated that he was very interested in serving on the Board of Supervisors; however, although he had a voter registration card, the registration card had not been updated to indicate his address within the District boundaries. A discussion ensued after which;

A **motion** was made by Mr. Apolinario, seconded by Mr. Matthews and passed unanimously to conditionally *appoint* Mr. Steven Lewis to the 4-year unexpired term of office in Seat #4 and such term of office will expire in November 2020; and this appointment is subject to Mr. Lewis having his voter registration card updated to reflect his home address within the boundaries of the District.

Mr. Lewis did not take the Oath of Office at this time and will be provided the Oath of Office form upon Mr. Kalin's receipt of his updated voter registration card.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

The Board was reminded that the next meeting would be held on December 11, 2017.

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L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Matthews, seconded by Ms. Burnett and unanimously passed to adjourn the Regular Board Meeting at 7:47 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2018, by and between:

BLUEWATERS 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 6625 Miami Lakes Drive, Suite 378, Miami Lakes, FL 33014 (the “District”), and

PLANT BROTHERS LANDSCAPING, INC., a Florida corporation, whose principal business address is 10505 W. Okeechobee Road, Suite 101, Hialeah Gardens, Florida 33018 (the "Contractor").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to furnish landscape maintenance services for the property located within and around the District; and

WHEREAS, Contractor has submitted a price quote and proposal dated November 27, 2017, attached hereto and incorporated herein as Exhibit A (the “Proposal”) and represents that it is qualified to provide landscape maintenance services to the District; and

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Scope of Work. The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality maintenance of the landscaping and irrigation of the District in accordance with the Proposal.

A. The Contractor shall properly mow, edge, remove weeds, clean-up refuse and debris, prune trees and shrubs and trim trees, adjust the irrigation timing sensors, perform irrigation wet-checks and generally maintain and make minor repairs (up to Three Hundred Dollars {\$300.00} per visit) to irrigation systems, and pick up litter throughout the community on off mowing weeks according to the schedule attached to the Proposal (the “Work”).

B. Prior to initiating any major repairs of the irrigation pump and system, Contractor shall first obtain the written authorization from the District Manager of the District (the “Repair

Work”). Any and all irrigation heads, equipment, and facilities damaged by Contractor shall be the sole responsibility of Contractor to repair and replace, if necessary, and at Contractor’s sole cost and expense.

C. The Contractor shall also provide and properly install fertilizer to the common areas in the District, on an as needed basis, as directed by the District Manager (the “Fertilization”).

D. The Contractor shall be solely responsible for means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

E. In providing the Work, Repair Work and Fertilization, identified in this Agreement, the contract shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure proper completion.

F. The District Manager or his designee shall act as the District Representative with respect to the Work, Repair Work and Fertilization performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to the materials, equipment, elements, and systems pertinent to this Agreement.

G. At the request of the District Representative, the Contractor agrees to meet with the District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

H. The 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 and Repair Work within twenty-four (24) hours.

Section 3. Compensation.

A. The annual contract amount for the Work is FORTY-ONE THOUSAND THREE HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$41,398.00), payable by District to Contractor for payment as monthly services are rendered and invoiced (\$1,353.14 per Service Cut/Visit and \$292.50 per month for Irrigation Wet Check).

B. The Repair Work shall be at an agreed upon price for the irrigation parts and labor and shall be approved by the District Manager prior to Repair Work commencement.

C. The contract amount for Fertilization is ONE THOUSAND FIVE HUNDRED FIFTY AND 00/100 (\$1,550.00) DOLLARS, per application.

Section 4. Term. This Agreement shall commence on January 2, 2018, *nunc pro tunc*, and be in full force and effect until September 30, 2018, unless otherwise terminated in accordance with this Agreement, and shall automatically renew for up to two (2) additional terms of one (1) year each unless terminated in accordance with this Agreement.

Section 5. Termination. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice of termination to the other party. The District may terminate this Agreement with cause by providing written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for the work and services performed in accordance with this Agreement up and until the effective date of termination, subject to whatever offsets or claims the District may have against the Contractor.

Section 6. Contractor's Acceptance of Conditions. The Contractor has carefully examined the District's property upon which the Work, Repair Work and Fertilization under this Agreement will be performed and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions. The approval or acceptance of any part of the work performed by the Contractor by the District shall not operate as a waiver by the District of the strict compliance with any other terms and conditions of this Agreement and related specifications. Any work required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with the notice provisions of this Agreement of such failure to perform said work, the District may recover the reasonable cost for such work from the Contractor or, reduce the sums of money due Contractor by the cost of such work incurred by the District.

Section 7. Notice. Any notice or other communication required or permitted by this Agreement by either party to the other shall be made in writing and shall be deemed given, served or delivered within three (3) days after the same is sent by certified or registered mail, postage prepaid, addressed to the addresses of the parties set forth below, or to such other address as either party may designate in accordance with the notice provisions hereof:

District: Bluewaters Community Development District
6625 Miami Lakes Drive, Suite 378
Miami Lakes, FL 33014
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Blvd.
Fort Lauderdale, FL 33301
Attention: Dennis E. Lyles, Esq.

Contractor: Plant Brothers Landscaping, Inc.
10505 W. Okeechobee Road, Suite 101
Hialeah Gardens, Florida 33018
Attention: President

Section 8. Insurance. The Contractor shall provide and maintain during the life of this Agreement the following insurance coverages from a company or companies licensed and authorized to do business in the field of insurance 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.

A. Contractor shall not commence performance hereunder until it has obtained at Contractor's cost and expense all insurance required under this Section and such insurance has been approved by the District Manager of the District or its designee. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the District Manager prior to the commencement of work under this Agreement. 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 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 contract and extension there under is in effect. 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 by certified mail.

B. Required Insurance to be obtained and maintained by Contractor:

i. Commercial Comprehensive General Liability Insurance to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

ii. Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement with minimum limits of \$1,000,000 combined single limit per occurrence.

iii. Workers Compensation Insurance coverage as required by Florida law and Federal law, 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 xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to 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.

C. Contractor shall have its insurer name District, its staff, consultants and supervisors as additional insureds on its Commercial General Liability policy and its Automobile Liability Insurance.

Section 9. **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. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein.

Section 10. **Indemnification.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contractor 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 Section. 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. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. 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.

Section 11. **Extra Work.** The Contractor shall perform all extra work not specified herein that may be ordered in writing by the District. For the extra work, the Contractor shall be paid at the rate named in this Agreement for the work of a similar nature and character. All extra work ordered and performed will be paid for at the price in the written order for such extra work.

Section 12. **No Sales or Excise Tax.** The District is exempt from Federal Excise and Florida Sales taxes. Exemption numbers will be provided to the Contractor upon request. All sales and excise taxes shall be paid by and be the responsibility of the Contractor.

Section 13. **Public Records.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
TELEPHONE: 1-877-737-4922
EMAIL: fware@sdsinc.org**

Section 14. Interpretation of Agreement. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement or its terms, conditions, and provisions be more strongly or strictly construed against the District than against the Contractor.

Section 15. Ambiguities. Any ambiguity or uncertainty shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties. In the event of a conflict with respect to terms of this Agreement and attached Exhibits hereto, this Agreement shall control over any Exhibit herein.

Section 16. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

Section 17. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 18. Assignment. No assignment by the Contractor of this Agreement, or any part therefor, or any monies due, or to become due thereunder shall be made without the prior written approval and consent of the District.

Section 19. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 20. Amendment. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Section 21. Attorney's Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGES**

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

**BLUEWATERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairperson/Vice-Chairperson

this ____ day of _____, 2018

WITNESS:

**PLANT BROTHERS LANDSCAPING,
INC., a Florida corporation**

Print name: _____

By: _____
Title: _____

Print name: _____

this ____ day of _____, 2018

EXHIBIT A

PROPOSAL



BLUEWATERS C.D.D

11-27-17

10505 W Okeechobee Rd | Hialeah Gardens, FL 33018
Telephone 305-247-1672 | Fax 305-247-7643

www.plantbrothers.com

QUICK INTRODUCTION

- 🌿 Established in 1997 as a wholesale nursery
- 🌿 Headquartered in Miami, Florida
- 🌿 Full-service landscape company,
- 🌿 Management has 20yrs + of experience in the landscape industry
- 🌿 We own and operate a 30 acre plant nursery
- 🌿 As growers of landscape plants we truly understand what it takes to maintain your property's landscape
- 🌿 Clean and marked fleet vehicles
- 🌿 Clean and uniformed work crews
- 🌿 Safety is a top priority



SERVICE AGREEMENT



THIS AGREEMENT is hereby made and entered into on **11/27/2017** between **PLANT BROTHERS LANDSCAPING INC.** (Contractor) and **BLUEWATERS C.D.D** (Customer).

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties here to, and intending to be legally bound, the parties hereto agree as follows:

- 1. Location of Services.** All services provided under this Agreement will be rendered at **242 ST SW 112 AVE PRINCETON, FL 33032** (Property).
- 2. Length of Agreement.** The term of this Agreement shall begin on / /2017 and continue in full force for a term of **1** year or **12** consecutive months. If, upon expiration of this Agreement, a new Agreement has not been executed by both parties, this Agreement shall automatically be renewed at the annual fees stated with the addition of a three percent (3%) cost of living increase unless thirty (30) days prior to the expiration of this Agreement, Client informs Contractor in writing via certified return receipt mail that it does not desire to renew this Agreement.
- 3. Description of Work.** Contractor agrees to provide all labor, supervision and equipment necessary to perform the duties as described in Scope Of Work of this Agreement.
- 4. Schedule of Services.** Contractor agrees that all work performed under this Agreement will be done on a routine schedule that is sensitive to the overall function of the Property.
- 5. Compensation for Services.** Amount: As compensation for providing the products and services outlined by this Agreement, Customer agrees to pay Contractor the collective amounts described in the Scope of Work of this Agreement. Invoices: Monthly invoices shall be received by Customer no later than the 10th day of the month for which services are provided and will be due and payable to the Contractor no later than the last day of the month that services are provided. Withholding of Payment: Customer agrees to not withhold payment for any non-performance related issues until after Contractor has been provided with a written complaint that clearly outlines any concerns or deficiencies and allowing Contractor a thirty (30) day right to cure said concerns or deficiencies. Late Fees: Customer agrees to pay late fees for unpaid or past due balances upon demand and without the threat of cancellation or other retribution. Late fees will begin to accrue on the 60th day after the invoice date. The minimum late fee is 1.5% (18% annually) of the total past due balance and will continue to accrue until payment is received. Taxes: All applicable Federal, State and Local taxes are included in this Agreement; however, Contractor reserves the right to offset or collect any future taxes that may become applicable.
- 6. Cancellation of Agreement.** This Agreement may be cancelled by either party, for any reason, provided that a thirty (30) day written notice is provided to the other party. The effective date of any such cancellation shall be made effective on the last calendar day of said month. Such cancellation shall not mitigate any amounts owed to Contractor for any products or services received prior to cancellation as a result of an equal monthly payment schedule. It is agreed that an audit of services provided will be performed and that any monies owed as a result of over or under payments will be settled. Customer hereby agrees to waive its right to offset against any final payments owed to Contractor for reasons not covered by this Agreement.
- 7. Insurance Requirements.** Upon execution of this Agreement, Contractor agrees to provide a certificate of insurance naming Customer as additional insured prior to the performing any services. Contractor agrees to maintain at its sole expense the following insurance coverage's throughout the duration of this Agreement: Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, and Commercial Automobile Liability Insurance. Such insurance shall provide coverage for Contractor's indemnification obligations set forth in this Agreement.
- 8. Contractor Personnel.** Contractor agrees that all employees shall be uniformed and adequately knowledgeable in regards to their specific task relating to the performance of this Agreement.

CUSTOMER _____
CONTRACTOR _____

9. Use of Facilities. Employees are permitted to use the restroom facilities and/or drinking fountains provided that exterior access is available without entering the building or inappropriately affecting the normal course of business. Employees are only allowed to take breaks or eat their lunch in the general proximity of where their vehicle is parked.

10. Safety Concerns. Contractor will perform all work provided for under this Agreement in a safe and professional manner at all times, while also complying with all applicable federal, state and local regulations. Customer agrees to hold Contractor completely harmless for any damages caused by any site related condition.

11. Subcontracting. Contractor reserves the right to hire qualified subcontractors to fulfill any requirements set forth by this Agreement without approval of Customer. Contractor will ensure that any subcontractor performing work is completely informed of the work required and all areas that services are to be performed.

12. Exclusive Relationship. This Agreement constitutes an exclusive relationship between Contractor and Customer in regards to said Property. Customer agrees that no work, whether outlined by the Agreement or not, will be awarded to any competing contractor or service provider so long as Contractor is willing and capable to perform said work at a competitive rate.

13. Right to Assign. Contractor retains the right to transfer this Agreement by merger, consolidation, liquidation or stock purchase provided that a thirty (30) day written notice is provided to Customer.

14. Compliance with Law. Contractor will comply with all local, state and federal regulations involving the employment of labor, including but not be limited to, the Equal Opportunity Act, U.S. Department of Labor Wage and Hour Guidelines, Americans with Disabilities Act, and all standards enforced by the Immigration and Naturalization Service.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold Customer harmless against all claims, liabilities, damages, losses, costs and expenses arising from the work performed under this Agreement.

16. Entire Agreement & Severability. This Agreement contains the entire agreement of the parties and supersedes and cancels all prior agreements between the parties relating to Property. There shall not be any changes, modifications or variances made to this Agreement, unless expressly agreed to through a properly executed addendum. If any provision of the Agreement shall be deemed invalid or unenforceable, this Agreement shall be construed as though such provision does not appear herein and shall be otherwise fully enforceable.

17. Governing Law & Contract Disputes. Any dispute or controversy between the parties resulting in litigation shall be governed by the laws of the State of Florida with the venue for litigation being Miami Dade County, Florida. The prevailing party in such litigation shall be entitled to recover its reasonable attorney's fees from the non-prevailing party, including any fees arising from post-judgment collection or appellate proceedings. Both Contractor and Customer hereby knowingly, voluntarily and intentionally waive their right to a jury trial and agree to mediate any action relating to the performance of this Agreement.

18. Warranties and Guarantees. Contractor shall replace, at no expense to the Customer, any turf or plant material that deteriorates or dies due to obvious neglect by Contractor within thirty (30) days of notification. This warranty does not include any pre-existing conditions or other conditions considered to be beyond the reasonable control of Contractor such as: damages or losses due to storms, winds, flooding, drought, freeze or other unusual acts of nature, abuse, vehicular damages or vandalism caused by individuals other than the Contractor. In the event of a dispute over any warranted items, both Customer and Contractor agree to engage the services of an agreed upon third party horticultural consultant to determine the cause and responsibility. Both parties agree that any decision made by said consultant is absolute and final. The non-prevailing party shall be responsible for paying any and all fees associated with the hiring of consultant.

19. Execution of this Agreement. The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and/or principal.

CUSTOMER:

Authorized Signature

Print Name & Title

Date Signed

CONTRACTOR:

Authorized Signature

Print Name & Title

Date Signed

SCOPE OF WORK SUMMARY

BLUEWATERS C.D.D 242 ST SW 112 AVE PRINCETON, FL 33032			
VISITS PER YEAR	SERVICES	COST PER VISIT	COST PER YEAR
LANDSCAPE MAINTENANCE			
28	Mowing: <i>*mow grass at 3.5 in ht, edging of all sidewalks and beds, string trimmer around obstacles, clean up trash generated by scope of work, define bed lines, weed control on beds</i>	\$1,353.14	\$37,888.00
12	Detail: <i>*shrub trimming and shaping to maintain current shape and size, Palm Pruning under 10ft height remove dead fronds and seeds pods Tree Pruning under 8ft height remove dead or broken branches, remove suckers or sprouts from tree base, maintain 8ft clearance over walkways.</i>	Included	Included
ARBOR			
0	Palm Pruning <i>*over 10ft height remove dead fronds and seeds pods,</i>	-	-
0	Tree Pruning <i>*over 8ft height</i>	-	-
FERTILIZATION GRANULAR			
0	Lawn <i>*with an N-P-K plus minors fertilizer</i>	-	-
0	Shrubs <i>*with an N-P-K plus minors fertilizer</i> Palms <i>*with an N-P-K plus minors fertilizer</i>	-	-
0	Trees <i>*with an N-P-K plus minors fertilizer</i>	-	-
PEST CONTROL SPRAY			
0	Lawn <i>*fertilizer, insecticide, fungicide and weed control</i> Shrubs <i>*insecticide and fungicide as needed applied only during lawn spray visits</i>	-	-
0	Palms <i>* for thrips, scale, mealy bug, spider mites, aphids</i>	-	-
0	Trees <i>* for thrips, scale, mealy bug, spider mites, aphids</i>	-	-
0	Whitefly control*	-	-
IRRIGATION			
12	Controller Settings <i>*check start times, run days, and rain sensor are functioning properly</i> Irrigation Zones <i>*check valves and heads are functioning properly</i> <i>*Pre-Approved repair limit allowed per visit \$300.00</i>	\$292.50	\$3,510.00
ANNUALS			
0	Replacement Program <i>*size used will be 4in potted plants, see attached map for annual beds included in change out.</i>	-	-
MULCH			
0	Replenish Mulch <i>*pallets per application, to maintain up to a 2in depth in mulch areas on common areas only, \$4.50 per additional bags installed</i>	-	-
LITTER PICKUP			
24	Litter pickup <i>*pick litter through out community on off mowing weeks</i>	Included	Included
		-	-
Yearly total \$41,398.00 Choose payment method <input type="checkbox"/> Equal monthly payments of \$3,449.83 <input type="checkbox"/> Pay as services rendered			
Customer Authorized Signature		Print Name	Date

SCHEDULE

BLUEWATERS C.D.D
242 ST SW 112 AVE PRINCETON, FL 33032

DESCRIPTION	J	F	M	A	M	J	J	A	S	O	N	D	TOTAL
MOWING	BI-WEEKLY							WKLY	BI-WEEKLY				28
DETAIL	1	1	1	1	1	1	1	1	1	1	1	1	12
PALM PRUNING UNDER 12FT	1	1	1	1	1	1	1	1	1	1	1	1	12
TREE TRIMMING UNDER 7FT	1	1	1	1	1	1	1	1	1	1	1	1	12
PALM PRUNING OVER 12FT													-
TREE TRIMMING OVER 7FT													-
FERTILIZATION LAWN													-
FERTILIZATION SHRUBS													-
FERTILIZATION PALMS													-
FERTILIZATION TREES													-
PEST CONTROL LAWN													-
PEST CONTROL SHRUBS													-
PEST CONTROL PALMS													-
PEST CONTROL TREES													-
IRRIGATION WET CHECK	1	1	1	1	1	1	1	1	1	1	1	1	12
ANNUALS													-
MULCH													-
LITTER PICKUP	BI-WEEKLY											24	
Customer Authorized Signature					Print Name					Date			

ESTIMATE

2439

DATE 12/15/2017



10505 W OKEECHOBEE RD SUITE 101
HIALEAH GARDENS, FL 33018

BLUEWATERS CDD
243 ST SW 112 AVE
HOMESTAED, FL

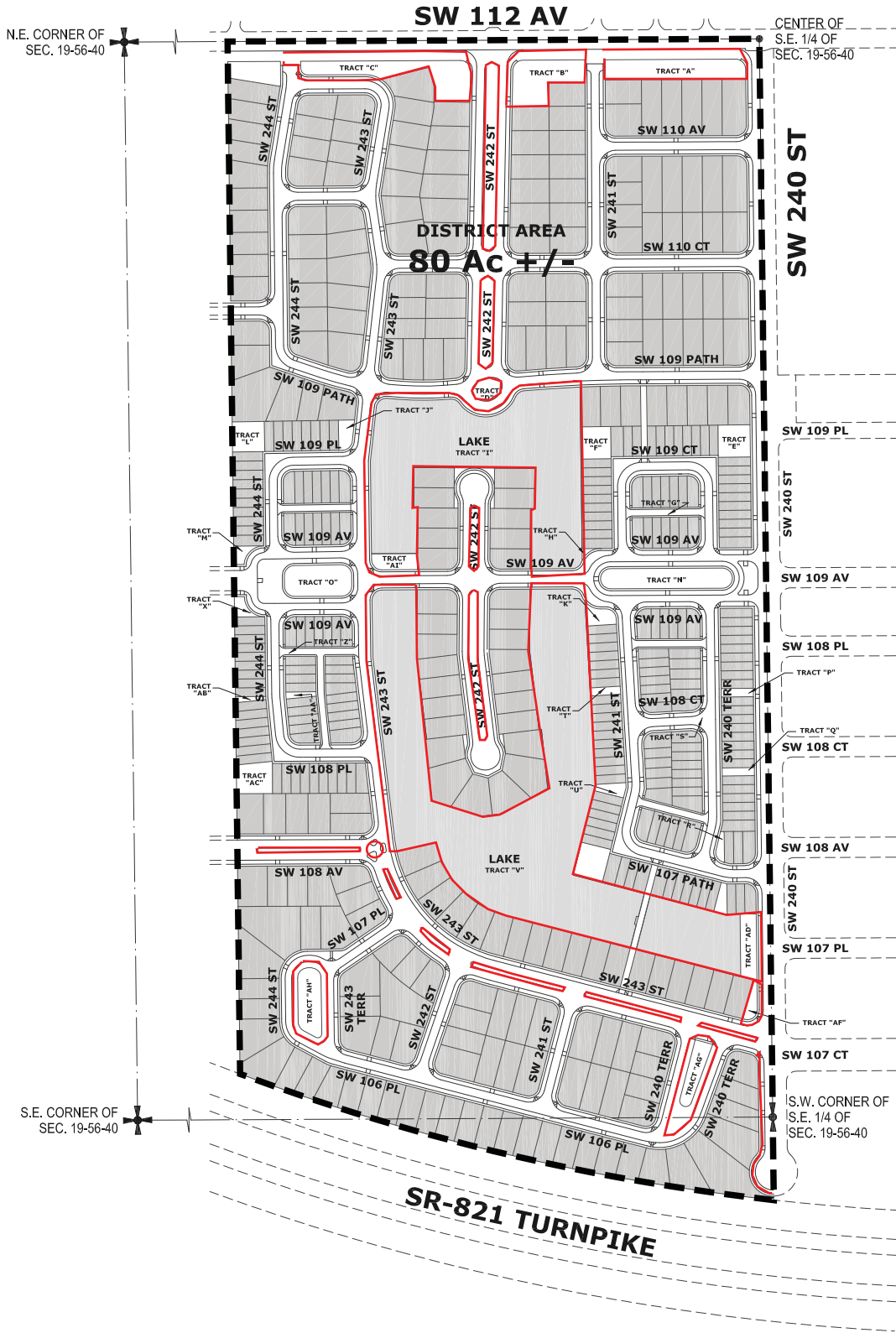
You recently requested pricing information from our company. Here is our quote:

Description			Quantity
COMMON AREAS: Apply fertilizer see map attached *no lake banks*			1
		Subtotal	\$1,550.00
		Sales Tax	\$0.00
		Total	\$1,550.00

Thank you for giving us the opportunity to bid for your business.

www.plantbrothers.com

EXHIBIT - Service Area



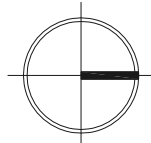
LEGEND
 - - - DISTRICT BOUNDARIES

ALVAREZ ENGINEERS, INC.

MASTER PLAN COPYRIGHT CARIBBEAN LAND SURVEYORS INC.

BLUEWATERS C.D.D.

EXHIBIT 1 - **DISTRICT BOUNDARY**



1" = 400'

ESTIMATE

2460

DATE 1/31/2018



10505 W OKEECHOBEE RD SUITE 101
HIALEAH GARDENS, FL 33018

BLUEWATERS C.D.D
24200 SW 112 AVE
Princeton, FL 33032

You recently requested pricing information from our company. Here is our quote:

Description			Quantity
COMMON AREAS: Palm trimming 2018 All palms will be cleaned of dead, hanging branches and all coconuts. Removal of debris and coconut disposal from palm trimming is included			225
		Subtotal	\$5,625.00
		Sales Tax	\$0.00
		Total	\$5,625.00

Thank you for giving us the opportunity to bid for your business.

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