



**TERRACINA  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
REGULAR BOARD MEETING  
& PUBLIC HEARING  
JUNE 18, 2018  
9:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.terracinacdd.org](http://www.terracinacdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**TERRACINA COMMUNITY DEVELOPMENT DISTRICT**  
The Nexus at Vista Park  
2101 Vista Parkway  
West Palm Beach, Florida 33411  
**REGULAR BOARD MEETING & PUBLIC HEARING**  
June 18, 2018  
9:00 a.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. May 14, 2018 Regular Board Meeting Minutes.....Page 3
- G. Public Hearing
  - 1. Proof of Publication.....Page 6
  - 2. Receive Public Comments on Fiscal Year 2018/2019 Final Budget
  - 3. Consider Resolution No. 2018-02 – Adopting a Fiscal Year 2018/2019 Final Budget.....Page 7
- H. Old Business
  - 1. Discussion Regarding Lake Maintenance Contract.....Page 14
- I. New Business
  - 1. Consider Resolution No. 2018-03 – Adopting a Fiscal Year 2018/2019 Meeting Schedule.Page 24
  - 2. Consider Resolution No. 2018-04 – Adopting a Statewide Mutual Aid Agreement.....Page 26
  - 3. Appointment of Audit Committee & Approval of Evaluation Criteria.....Page 28
- J. Administrative Matters
- K. Board Members Comments
- L. Adjourn

## PROOF OF PUBLICATION STATE OF FLORIDA

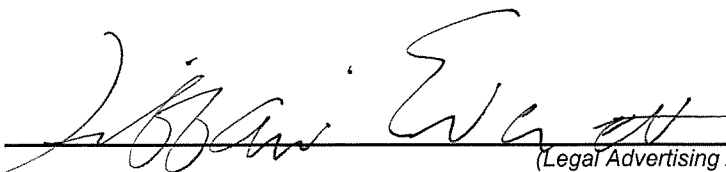
### PUBLIC NOTICE

Before the undersigned authority, personally appeared Tiffani Everett, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - Notice was published in said newspaper on: first date of Publication 09/21/2017 and last date of Publication 09/21/2017. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach 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/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 said newspaper.

TERRACINCA CDD  
2501 BURNS RD  
STE A  
PALM BEACH GARDENS, FL 33410-5207

Invoice/Order Number:	0000220912
Ad Cost:	\$278.64
Paid:	\$0.00
Balance Due:	\$278.64

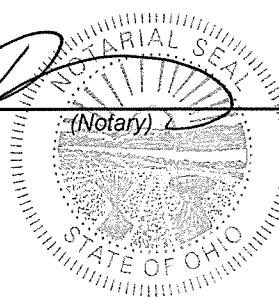
Signed

  
\_\_\_\_\_  
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 22nd day of September, 2017 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

  
\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
03-16-2022



Please see Ad on following page(s).

TERRACINCA CDD  
2501 BURNS RD  
STE A  
PALM BEACH GARDENS, FL 33410-5207

Invoice/Order Number: 0000220912  
Ad Cost: \$278.64  
Paid: \$0.00  
Balance Due: \$278.64

**TERRACINA COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2017/2018  
REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the Terracina Community Development District will hold Regular Meetings at 9:00 a.m. in a Meeting Room of The Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411, on the following dates:

**October 9, 2017  
November 13, 2017  
December 11, 2017  
January 8, 2018  
February 12, 2018  
March 12, 2018  
April 9, 2018  
May 14, 2018  
June 11, 2018  
July 9, 2018  
August 13, 2018  
September 10, 2018**

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Meetings 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 (561) 630-4922 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 without advertised notice.

**TERRACINA COMMUNITY  
DEVELOPMENT DISTRICT  
www.terracinacdd.org  
PUBLISH: PALM BEACH POST  
9 - 21/ 2017**

0000220912-01

TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 14, 2018

**A. CALL TO ORDER**

The May 14, 2018, Regular Board Meeting of the Terracina Community Development District was called to order at 9:04 a.m. at The Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411.

**B. PROOF OF PUBLICATION**

Mr. Pierman presented proof of publication that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on September 21, 2017, as part of the District's Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Present and constituting a quorum were Chairman Guy Colella and Supervisors Sheik Ameer, Linda Colella and José Esquerete

Also present were: District Manager Jason Pierman of Special District Services, Inc.; and District Counsel Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**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. March 12, 2018, Regular Board Meeting**

Mr. Pierman presented the minutes of the March 12, 2018, Regular Board Meeting and asked if there were any comments or questions.

Mrs. Colella noted a typo a Page 4.

Mr. Ameer **moved** approval, Mrs. Colella seconded that the minutes of the March 12, 2018, Regular Board Meeting be approved, as amended and the **motion** carried 4 to 0.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 14, 2018

**H. NEW BUSINESS**

**1. Consider Fountain Repairs**

**a. Superior Waterways**

**b. Palm Beach Aquatics**

Mr. Pierman presented proposals from both Superior Waterways and Palm Beach Aquatics for fountain repairs and light replacement. Mr. Pierman noted that the front fountain pump's cable had been confirmed to be an issue, but there could also be issues with the pump. Palm Beach Aquatics would check it when they run the new cable. Regarding the light cables, Mr. Ameer suggested that the Board approve changing out both light cables for the fountains near the clubhouse, instead of just the one. Following discussion, a **motion** was made by Ms. Ameer, seconded by Mr. Colella, and unanimously passed to accept the Palm Beach Aquatics proposal to replace the pump cable on the south side of the guard house for \$1,947.00.

A second **motion** was made by Mr. Ameer, seconded by Mr. Esquerete, and unanimously passed to install new light fixtures and new cables for both of the back fountains, for a price not to exceed \$5,000.

**I. ADMINISTRATIVE MATTERS**

There were no Administrative Matters to come before the Board.

**J. BOARD MEMBER COMMENTS**

The Board requested that both the Palm Beach Aquatics contract and the proposed Superior Waterways contract be brought to the next meeting for discussion.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mrs. Colella, seconded by Mr. Ameer to adjourn the Regular Board Meeting at 9:44 a.m. Upon being put to a vote, the **motion** carried 4 to 0.

TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 14, 2018

---

Secretary/Assistant Secretary

---

Chair/Vice-Chair

**Palm Beach Post, The**  
June 5, 2018  
Miscellaneous Notices

Notice of Public Hearing and Regular Board Meeting of the Terracina Community Development District The Board of Supervisors (the "Board") of the Terracina Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 18, 2018, at 9:00 a.m., or as soon thereafter as can be heard, in a Meeting Room of The Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411. The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2018/2019 Proposed Final Budget of the Terracina Community Development District. The purpose of the Regular Board Meeting is for the Board to consider any other business which may properly come before it. A copy of the Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Meetings may be continued as found necessary to a time and place specified on the record. There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. Meetings may be cancelled from time to time without advertised notice. Terracina Community Development District  
[www.terracinacdd.org](http://www.terracinacdd.org) PUBLISH: PALM BEACH POST 5-29, 6-5/ 2018



**RESOLUTION NO. 2018-02**

**A RESOLUTION OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2018/2019 BUDGET.**

**WHEREAS**, the Terracina Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2018/2019 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and,

**WHEREAS**, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non ad-valorem assessments upon the properties within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The Final Budget and Final Special Assessment Roll for Fiscal Year 2018/2019 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

**Section 2.** The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 18<sup>th</sup> day of June, 2018.

**ATTEST:**

**TERRACINA  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Terracina  
Community Development District

**Final Budget For  
Fiscal Year 2018/2019  
October 1, 2018 - September 30, 2019**

# CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

**FINAL BUDGET**  
**TERRACINA COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	FISCAL YEAR 2018/2019 BUDGET
<b>REVENUES</b>	
O & M ASSESSMENTS	126,401
DEBT ASSESSMENTS	339,872
OTHER REVENUES	0
INTEREST INCOME	240
<b>TOTAL REVENUES</b>	<b>\$ 466,513</b>
<b>EXPENDITURES</b>	
SUPERVISOR FEES	6,000
PAYROLL TAXES - EMPLOYER	480
AQUATIC LAKE MAINTENANCE	20,000
LAWN MAINTENANCE	13,500
TWO FOUNTAINS	0
ELECTRICITY FOR FOUNTAINS	1,000
FOUNTAIN MAINTENANCE	3,000
ENGINEERING/INSPECTIONS	6,000
MANAGEMENT	33,036
SECRETARIAL	4,200
LEGAL	3,500
ASSESSMENT ROLL	8,000
AUDIT FEES	4,220
INSURANCE	6,646
LEGAL ADVERTISING	1,150
MISCELLANEOUS	1,000
POSTAGE	300
OFFICE SUPPLIES	500
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	4,500
CONTINUING DISCLOSURE FEE	350
WEBSITE MANAGEMENT	1,500
<b>TOTAL EXPENDITURES</b>	<b>\$ 119,057</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 347,456</b>
BOND PAYMENTS	(319,480)
<b>BALANCE</b>	<b>\$ 27,976</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(9,325)
DISCOUNT FOR EARLY PAYMENTS	(18,651)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>
CARRYOVER FROM PRIOR YEAR	0
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**TERRACINA COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	FISCAL YEAR 2016/2017 ACTUAL	FISCAL YEAR 2017/2018 BUDGET	FISCAL YEAR 2018/2019 BUDGET	COMMENTS
<b>REVENUES</b>				
O & M ASSESSMENTS	99,157	126,112	126,401	Expenditures Less Interest & Carryover/.94
DEBT ASSESSMENTS	343,099	340,356	339,872	Bond Payment /.94
OTHER REVENUES	0	0	0	
INTEREST INCOME	252	180	240	Projected At \$20 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 442,508</b>	<b>\$ 466,648</b>	<b>\$ 466,513</b>	
<b>EXPENDITURES</b>				
SUPERVISOR FEES	5,200	6,000	6,000	No Change From 2017/2018 Budget
PAYROLL TAXES - EMPLOYER	398	480	480	No Change From 2017/2018 Budget
AQUATIC LAKE MAINTENANCE	12,230	20,890	20,000	\$890 Decrease From 2017/2018 Budget
LAWN MAINTENANCE	10,140	14,000	13,500	\$500 Decrease From 2017/2018 Budget
TWO FOUNTAINS	33,343	0	0	Fiscal Year 2016/2017 Expenditure
ELECTRICITY FOR FOUNTAINS	0	1,000	1,000	No Change From 2017/2018 Budget
FOUNTAIN MAINTENANCE	5,457	2,000	3,000	\$1,000 Increase From 2017/2018 Budget
ENGINEERING/INSPECTIONS MANAGEMENT	2,463	6,000	6,000	No Change From 2017/2018 Budget
SECRETARIAL	31,704	32,364	33,036	CPI Adjustment
LEGAL	4,200	4,200	4,200	No Change From 2017/2018 Budget
ASSESSMENT ROLL	2,504	3,500	3,500	No Change From 2017/2018 Budget
AUDIT FEES	8,000	8,000	8,000	As Per Contract
INSURANCE	4,020	4,120	4,220	\$100 Increase From 2017/2018 Budget
LEGAL ADVERTISING	6,042	6,646	6,646	Insurance Estimate
MISCELLANEOUS	980	1,150	1,150	No Change From 2017/2018 Budget
POSTAGE	998	900	1,000	\$100 Increase From 2017/2018 Budget
OFFICE SUPPLIES	308	300	300	No Change From 2017/2018 Budget
DUES & SUBSCRIPTIONS	519	500	500	No Change From 2017/2018 Budget
TRUSTEE FEES	175	175	175	No Change From 2017/2018 Budget
CONTINUING DISCLOSURE FEE	4,500	4,500	4,500	No Change From 2017/2018 Budget
WEBSITE MANAGEMENT	350	500	350	\$150 Decrease From 2017/2018 Budget
<b>TOTAL EXPENDITURES</b>	<b>\$ 135,031</b>	<b>\$ 118,725</b>	<b>\$ 119,057</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 307,477</b>	<b>\$ 347,923</b>	<b>\$ 347,456</b>	
BOND PAYMENTS	(325,860)	(319,935)	(319,480)	2019 P & I Payments Less Earned Interest
<b>BALANCE</b>	<b>\$ (18,383)</b>	<b>\$ 27,988</b>	<b>\$ 27,976</b>	
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,567)	(9,329)	(9,325)	Two Percent Of Total Assessment Roll
DISCOUNT FOR EARLY PAYMENTS	(15,831)	(18,659)	(18,651)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (36,781)</b>	<b>\$ -</b>	<b>\$ -</b>	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover From Prior Year
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ (36,781)</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND BUDGET**  
**TERRACINA COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	FISCAL YEAR 2016/2017 ACTUAL	FISCAL YEAR 2017/2018 BUDGET	FISCAL YEAR 2018/2019 BUDGET	COMMENTS
<b>REVENUES</b>				
Interest Income	1,581	100	200	Projected Interest For 2018/2019
NAV Tax Collection	325,860	319,935	319,480	2019 P & I Payments Less Earned Interest
<b>Total Revenues</b>	<b>\$ 327,441</b>	<b>\$ 320,035</b>	<b>\$ 319,680</b>	
<b>EXPENDITURES</b>				
Principal Payments	150,000	155,000	160,000	Principal Payment Due In 2019
Interest Payments	133,365	125,035	119,680	Interest Payments Due In 2019
Mandatory Redemption	35,000	40,000	40,000	Mandatory Redemption Due In 2019
<b>Total Expenditures</b>	<b>\$ 318,365</b>	<b>\$ 320,035</b>	<b>\$ 319,680</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 9,076</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2014 Bond Refunding Information**

Original Par Amount =	\$4,260,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.4%*	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2014		
Maturity Date =	May 2035		

Par Amount As Of 1/1/18 = \$3,715,000

\* - Interest Rate Is Adjustable After Ten Years

## Terracina Community Development District Assessment Comparison

	Original Projected Assessment*	Fiscal Year 2015/2016 Assessment*	Fiscal Year 2016/2017 Assessment*	Fiscal Year 2017/2018 Assessment*	Fiscal Year 2018/2019 Projected Assessment*
<b>O &amp; M</b>	\$ 150.32	\$ 223.94	\$ 214.74	\$ 274.16	\$ 274.79
<b>Debt</b>	\$ 848.38	\$ 736.02	\$ 744.82	\$ 741.52	\$ 740.46
<b>Total</b>	<b>\$ 998.70</b>	<b>\$ 959.96</b>	<b>\$ 959.56</b>	<b>\$ 1,015.68</b>	<b>\$ 1,015.25</b>

\* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

### Community Information:

Total Units	460
Prepayments	1
Billed for Debt	459

# PALM BEACH AQUATICS

P.O. Box 541510 Lake Worth, FL 33454

Phone: (877) 744-LAKE (561) 719-8900 Fax: (561) 790-7220



## WATERWAYS & ENVIRONMENTAL AREAS MANAGEMENT AGREEMENT

TO: Richard Ellington	
Terracina CDD	
2501A Burns Road	
Palm Beach Gardens, Fl. 33410	
Contract Presentation Date:	2/5/2008
Proposed Start Date:	10/1/2008

Palm Beach Aquatics, Inc. (PBA) shall manage the waterways and/or environmental areas covered herein from the date of acceptance of this proposal, unless an alternative start date is specified herein, in accordance with the terms and conditions of this Waterways and Environmental Areas Management Agreement.

**A. LOCATION:** The following waterways/environmental areas are covered under this agreement:

**AT: TERRACINA**

12 Lakes and Littorals

**B. FEES AND COSTS:** Water/Environmental management shall be provided by PBA at the following prices:

<u>SERVICES</u>	
1) Two (2) Lake Maintenance Visits per Month	\$20,280.00
2) One (1) Littoral Maintenance Visit per Month	Included
3) Submersed weed, Floating Weed, Bank Grass & Algae Control in Lakes	Included
4) Permit Compliance & Exotic Species Control in Littorals	Included
5) Fountain Cleaning, Litter Removal, & Regular Management Reporting	Included
Payment Terms: 30 Days	Billed: Monthly
12 PAYMENTS OF: \$1,690.00	
	\$20,280.00

**C. MATERIALS:** Only chemicals, weed control products, or other materials which have been approved by federal or state authorities shall be used by PBA.

**D. TERM OF AGREEMENT:** This agreement shall be for a term of one (1) year. At the end of the term, this Agreement shall automatically renew for subsequent one (1) year terms unless terminated by either party as otherwise set forth herein. PBA agrees to commence treatment within fifteen (15) days from the date of acceptance of this proposal by customer (weather permitting). The prices for the services to be rendered by PBA shall be in effect for twelve (12) months from date of acceptance of this proposal; provided, however, that either party may cancel this Agreement by providing the other party with thirty (30) days written notice of cancellation. Subsequent to the initial twelve (12) month term of this agreement, PBA reserves the right to implement price changes for increases in PBA costs and services to be rendered under this Waterway and Environmental Areas Management Agreement upon the provision of thirty (30) days notice by PBA. In the event that customer agrees with PBA for additional services not provided for under the initial proposal herein, such price protection as is provided for in this paragraph shall not be in effect and the additional services shall be provided at PBA's customary rate for such services at the time that such additional treatments are initiated.

**E. USE RESTRICTIONS:** PBA agrees that it shall conduct the water/environmental areas management in a manner consistent with good practice and in accordance with such methods and techniques as are reasonably necessary to maintain control. Customer agrees to abide by such time restrictions during and following treatment as are directed by PBA including, but not limited to, water use restrictions. PBA does not assume, and customer specifically waives any liability on the part of PBA, for failure by customer to abide by such directions as to time-use restrictions and for any liability as to additional parties not placed in notice of such restrictions by customer.

**F. ADMINISTRATIVE REMEDIES:** PBA shall provide services hereunder in accordance with rules and regulations of any governmental, administrative, or regulatory body with jurisdiction over the services herein, but PBA reserves the right to pursue its administrative remedies as in compliance with such governmental directions. Services to be rendered during such pursuit of administrative remedies shall be performed by PBA in accordance with this Agreement irrespective of the pendency of the administrative proceedings unless PBA has been otherwise directed by the governmental agency involved.

**G. DISCLAIMER AND TERMINATION RIGHT:** PBA specifically disclaims any liability and damages, penalties or otherwise for failure or delay in the performance of services hereunder caused by circumstances outside of its control, including, but not limited to weather conditions, strikes, riots, governmental orders and regulations preventing performance, curtailment of supply of weed control chemicals or materials or other circumstances beyond its reasonable control. In the event of the occurrence of any of the above conditions, PBA shall give notice to customer of such condition preventing performance hereunder. Customer shall have the right within thirty (30) days thereafter to terminate this agreement by providing notice to PBA in writing of the termination of this agreement.

**H. ASSIGNMENT:** This agreement is not assignable by customers except upon prior written consent by PBA.

**I. MODIFICATIONS:** This agreement constitutes the entire agreement of the parties herein and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both PBA and Customer.

**J. ATTORNEYS FEES:** PBA shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions hereunder and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses thereof in the event of prevailing in litigation arising under the terms and conditions of this agreement.

**K. NOTICE:** Notice required hereunder shall be made in writing to customer's address shown in this proposal and to PBA at its main office.

DATED: 2/5/2008

PBA Signature: *Jeff Maged*

DATED: 2/11/08

Cleint Signature: *Richard Ellington*



# PALM BEACH AQUATICS

P.O. Box 541510      Lake Worth, FL      33454  
Phone: (877) 744-LAKE      (561) 719-8900      Fax: (561) 790-7220



---

## WATERWAYS & ENVIRONMENTAL AREAS MANAGEMENT AGREEMENT

---

### Contract Terms Continued

L. **3RD PARTY COMPLIANCE:** If the customer requires PBA to enroll in any special third-party compliance programs, invoicing, or payment plans that charge PBA, those charges will be invoiced back to the customer.

M. **MITIGATION PERMITS:** It is the customer's responsibility to inform PBA of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. Customer agrees to provide PBA with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. PBA assumes no responsibility for damage to desirable plants where customer has failed to disclose such information to PBA.

N. **BANK GRASS CONTROL:** Under our "Bank Grass Control" program PBA will treat border grasses and brush to the water's edge. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. PBA is not responsible for removing said structures unless otherwise contracted.

O. **LITTER:** Individual litter items to be removed are limited to non-natural materials; such as; paper products, styrofoam cups, plastic bags, and aluminum cans. Construction debris, shopping carts, discarded household appliances, or any other objects not considered litter are not included in the trash/litter removal service and their removal may be subject to additional charges.

P. **ADDITIONAL SERVICES:** Except as noted herein, additional work as requested by customer such as large debris removal, plant cutting and/or removal, washout repair, and other manual maintenance will be considered as extra work and is subject to separate invoicing.

Q. **DISPOSAL:** Customer is responsible for providing an on-site location or dumpster for the disposal of collected materials. If customer is unable to provide PBA with access to such a site, customer will be responsible for any hauling or dumping fees that may be necessitated by the disposal of collected materials.

DATED: 9-11-08

PBA Signature: [Signature]

DATED: 9/11/08

Client Signature: [Signature]

**LAKE BEAUTIFICATION  
AND  
ENHANCEMENT**

TERRACINA  
Palm Beach County, Florida

Especially Prepared for:  
Jason Pierman, LCAM

April 30, 2018

Terracina POA  
C/O CDD  
Attention : Jason Pierman

Lakes in South Florida, whether they are man-made or natural, have a life cycle. They start balanced, fresh and clear with natural clean-up mechanisms in place. As they age, increased nutrient levels can put the waterway system out of balance, often overwhelming its natural ability to dissipate problems. This often causes weed and excessive algae growth.

Waterway management programs are designed to slow down the aging process and to help prolong the peak period of desirable water quality, clarity and nutrient balance.

Every lake is a unique ecosystem. There is no magical cure for lake problems. This is why it is essential to understand the causes of problems, as well as the effects. By increasing your understanding you'll be able to develop a balanced management program for your lake.

At your request, we surveyed the waterway system at Terracina, Palm Beach County, Florida.

1. The property has Ten (10) lakes in need of environmental resource management.
2. Storm water runoff enters the waterway along sodded, sloped banks and underground culverts.
3. The lakes are highly visible to patrons and adjacent businesses.

To summarize the aquatic conditions found on our survey:

- a. Shoreline growth includes plankton and filamentous algae.
- b. Submerged weed growth was minimal at the time of survey.
- c. Shoreline grasses (especially Torpedograss) and some bordering brush are growing into the water along the waterway perimeters where they have rooted. This undesirable growth can crowd out and displace beneficial shoreline plants and cannot be maintained by conventional mowing equipment.
- d. Aquatic growth in the water can impede flow at drainage culverts.

- e. Weed growth around irrigation (and fountain) piping exposes expensive pumping equipment to possible damage and unnecessary maintenance expenses due to aquatic weed and algae intake.
- f. Water clarity was generally good throughout the system.
- g. Our field observations indicate fish and wildlife dynamics are in order.

Other observations noted during the survey, which are important to a successful waterway management program are:

- 1. The presence of beneficial shoreline plants was apparent but some areas could aesthetically enhanced by the addition of aquatic plantings. Desirable wetland plant species are important components of a balanced aquatic ecosystem. They provide sanctuary and nesting areas for waterfowl and wildlife, stabilize shorelines, improve water quality and induce greater clarity through filtration. Our firm performs wetland planting services and is licensed to transport and plant native wetland flora.
- 2. The waterway system provides the source of irrigation for lawn maintenance.
- 3. Storm water runoff and fertilization from surrounding turf areas artificially create higher nutrient levels than normal in aquatic systems. This stimulates aquatic plant growth.
- 4. Fountain-type aerators with decorative spray-patterns help to beautify the highly visible waterway while assisting nature with many biological benefits. Our company installs and maintains fountain and aerators.

It should be noted that the most significant factors that impact lake conditions are oxygen levels in the water, the amount of nutrients contained in the water and water temperature.

- A. OXYGEN supports the food chain and provides for a natural way to consume organic matter and undesirable bacteria.
- B. Organic NUTRIENTS are compounds essential to the life of a plant. In water management, these are substances that contain phosphorous and nitrogen (materials found in fertilizers). As nutrient levels rise in lake water, so does algae, and aquatic weed growth, often causing severe problems.
- C. TEMPERATURE differentials in surface and the bottom water of a lake are called thermal stratification. Variations in water temperature cause differences in density. Warm and cold layers do not mix. Warmer surface water induces algae growth. Lake “turnover” which brings oxygen deficient water to the surface is a prime cause of natural fish kills.

We recommend that this integrated program of waterway management be initiated:

- a. Control and maintenance of the algae. Fertile nutrient run-off entering the water from sodded banks and storm drainage areas will continually stimulate algae growth. Algae blooms often cause odor problems and tend to accumulate along shoreline regions.
- b. Control and maintenance of existing excessive aquatic weeds growing in the waterways.
- c. Scheduled inspections, with treatment as necessary, for the prevention of the development of new undesirable aquatic weed species through introduction by drainage transfer, or other natural processes.
- d. Control and maintenance of the shoreline grasses growing in the water to the water's edge. Some neatly maintained native plants may be left for aesthetic value and wildlife benefit, if they develop.
- e. If desired, beneficial native wetland plants may be added to aesthetically and biologically enhance the aquatic ecosystem.
- f. Additional stocking of the waters with the desirable fish species, bass and bream. SUPERIOR WATERWAY SERVICES provides this optional service.
- g. Research for the stocking of the triploid grass carp and introduction of the gambusia (mosquito fish), to assist in biological weed and mosquito control, will be conducted.
- h. Establishment of a monthly water testing program, especially since waterways may be used for fishing and irrigation.
- i. Establishment of a professional reporting system for property management administration. A sample copy of our comprehensive, monthly report is attached for your review.

Enclosed is a contract covering the lake management services you require. Monthly payments as indicated include visits every thirty (30) days with treatment as necessary, management post treatment reports, monthly water testing, and fish stocking of bass and bream, if this option is desired. Kindly sign the original copy of the contract and return it to us so that we may schedule your program.

Our price is predicated on the initiation of lake maintenance before noxious growth develops further. Please note that although we will treat border grasses and brush, certain plants, such as brush, grasses and cattail, leave visible structure, which may take time to decompose.

The installation of an optional fountain/aerator should also be considered.

Aesthetic enhancement and biological benefits that may be expected from your fountain/aerator are:

- Increased circulation and destratification.
- Reduced water stagnation.
- Increased life-sustaining oxygen for fish populations.
- Increased oxygen for the improvement of bottom-water quality.
- Increased oxygen for rapid decomposition of organic sediment.
- Increased oxygen to help control undesirable bacteria.
- Creative water display for the evening, with standard lighting patterns.
- A "healthier" aquatic environment.

The units come in all shapes, sizes and pump capacities. An agreement for this special equipment will be prepared upon request.

Properly managed waterways will maintain water quality and adequate water clarity, while providing an environmental and recreational asset to the property owners at the least cost of maintenance.

We look forward to the opportunity of serving the Terracina POA property.

Respectfully yours,

Louis Palermo  
V.P. Sales and Operations

**AQUATIC MANAGEMENT AGREEMENT**

This agreement, dated April 30, 2018, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER: To begin June 1, 2018

**Terracina POA  
C/o CDD  
Attention: Jason Pierman.**

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site:

Ten (10) lakes located at the Terracina property in Palm Beach County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

Algae and Aquatic Plant Control, submersed and floating vegetation	\$1,400.00 / month
Border Grass and Brush Control to Water's Edge	Included
Littorals are to be treated to with controlled herbicides to maintain compliance with Palm Beach County DERM	Included
*Fountain Cleaning based on quarterly visits at no additional charge. Repairs are to be billed separately and quoted before repairs are performed	
Monthly Water Testing	Included
Fish & Wildlife Monitoring-Designated fishing locations are to be kept cleaned And free of plants.	Included
Biological Control Agent Permit Application-- Triploid Grass Carp, Mosquito Fish	Included*
Management Reporting	Included

Two (2) visits per month by boat for lake management & littoral maintenance

\* Triploid grass carp stocking subject to required approval of Florida Fish & Wildlife Conservation Commission.

AQUATIC MANAGEMENT AGREEMENT

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.
6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Road, Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. FISH STOCKING: Annual Spring Fish Stocking optional.
9. Addendums: See attached map, survey and report (where applicable).
  - A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program is included.
  - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.
  - C. Care for aquatic sanctuary areas and littoral shelves planted with sensitive aquatic flora is included herein only if referenced. All littoral zone areas are to be maintained at a level to be in compliance with the appropriate rules and codes set forth by the Palm Beach County Department of Environmental Resource Management and any other governing agencies which may have any jurisdiction.
  - D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.



AQUATIC MANAGEMENT AGREEMENT

Definitions of services referred to in Paragraph 1 are as follows:

**Algae and Aquatic Plant Control** – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association to control algae, submersed and floating vegetation. Treatments are to be made with E.P.A. registered aquatic herbicides.

**Border Grass And Brush Control To Water’s Edge** – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line. This service does not include the treatment of littoral zone areas.

**Monthly Water Testing** – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

**Fish & Wildlife Monitoring** – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

**Biological Control Agent Permit Application For Triploid Grass Carp And Mosquito Fish** – Assistance in the permitting process from the Florida Fish & Wildlife Conservation Commission for the importation of restricted fish species.

**Management Reporting** – A comprehensive report filled out each visit for the specific activity performed on the property, and provided to Customer.

- 10. SWS will provide CUSTOMER with certificates of insurance upon request. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
- 11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
- 12. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

\_\_\_\_\_  
SUPERIOR WATERWAY SERVICES, INC.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**RESOLUTION NO. 2018-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2018/2019 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the Terracina Community Development District ("District") to establish a regular meeting schedule for fiscal year 2018/2019; and

**WHEREAS**, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2018/2019 which is attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2018/2019 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED, ADOPTED and EFFECTIVE** this 18<sup>th</sup> day of June, 2018.

**ATTEST:**

**TERRACINA  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2018/2019 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the Terracina Community Development District will hold Regular Meetings at 9:00 a.m. in a Meeting Room of The Nexus at Vista Park located at 2101 Vista Parkway, West Palm Beach, Florida 33411, on the following dates:

**October 8, 2018  
November 12, 2018  
December 10, 2018  
January 14, 2019  
February 11, 2019  
March 11, 2019  
April 8, 2019  
May 13, 2019  
June 10, 2019  
July 8, 2019  
August 12, 2019  
September 9, 2019**

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Meetings 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 (561) 630-4922 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 without advertised notice.

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT**

**[www.terracinacdd.org](http://www.terracinacdd.org)**

**PUBLISH: PALM BEACH POST 00/00/2019**

**RESOLUTION NO. 2018-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, APPROVING THE REVISED FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Terracina Community Development District (“District”) hereby approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 27P-19, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TERRACINA COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA, THAT:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** That execution of the attached revised Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

**PASSED, ADOPTED and EFFECTIVE** this 18<sup>th</sup> day of June, 2018.

**ATTEST:**

**TERRACINA  
COMMUNITY DEVELOPMENT DISTRICT,  
FLORIDA**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# **STATEWIDE MUTUAL AID AGREEMENT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. *Ability of Personnel (10 Points).***

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

**2. *Proposer's Experience (10 Points).***

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

**3. *Understanding of Scope of Work (10 Points).***

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services (10 Points).***

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

**5. *Price (10 Points).***

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2017/2018, 2018/2019 and 2019/2020  
With Two Year Option (2020/2021 and 2021/2022)  
Palm Beach County, Florida**

**TERRACINA COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than August 16, 2018 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. REJECTION OF PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit five (5) copies of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Terracina Community Development District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.



**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SECTION 15. REJECTION OF ALL PROPOSALS.** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.