



**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
JANUARY 22, 2018
6:30 P.M.**

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

www.fontainbleaulakescdd.org

305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
Las Ramblas Clubhouse Conference Room
9960 N.W. 10th Terrace,
Miami, Florida 33172
REGULAR BOARD MEETING
January 22, 2018
6:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 20, 2017 Regular Board Meeting Minutes.....Page 2
- G. Old Business
 - 1. Discussion Regarding Pedestrian Pathway Lighting Improvements for Open Space Areas – Las Ramblas & Las Sevillas
 - 2. Discussion Regarding Potential Landscaping Improvements – Las Ramblas & Las Sevillas.....Page 7
 - 3. Staff Report: As Required
- H. New Business
 - 1. Discussion Regarding Gate Facilities Rules and Procedures to Adopt.....Page 9
- I. Administrative & Operational Matter
 - 1. Consider Towing Agreement – Regulated Towing, Inc.....Page 11
- J. Board Members & Staff Closing Comments
- K. 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

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

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

09/28/2017

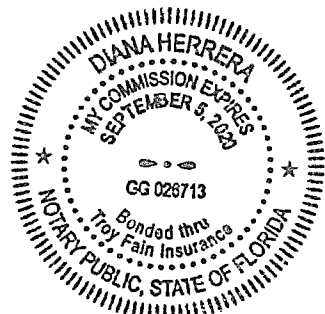
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has 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
28 day of SEPTEMBER, A.D. 2017

Diana Herrera

(SEAL)

MARIA MESA personally known to me



FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Fontainebleau Lakes Community Development District (the "District") will hold Regular Meetings in the Las Pambias Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172 at 6:30 p.m. on the following dates:

- October 16, 2017
- November 20, 2017
- January 22, 2018
- February 13, 2018
- March 19, 2018
- April 16, 2018
- May 21, 2018
- June 18, 2018
- September 17, 2018

The purpose of the meetings is to conduct 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. 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 five (5) days 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 the 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 without advertised notice.

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

www.fontainebleaulakescdd.org
9/28

17-35/000261347M

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 20, 2017

A. CALL TO ORDER

District Manager Neil Kalin called the November 20, 2017, Regular Board Meeting of the Fontainebleau Lakes Community Development District to order at 6:42 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172.

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 28, 2017, as part of the District's Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

C. SEAT NEW BOARD MEMBER

Mr. Silva seated the newly elected Board Member, Edward Aparicio, and welcomed him.

D. ADMINISTER OATH OF OFFICE & REVIEW BOARD MEMBER RESPONSIBILITIES AND DUTIES (NOTE: this item was discussed after Agenda Item J.)

Mr. Silva, Notary Public in the State of Florida, administered the Oath of Office to Edward Aparicio (Seat #5) and reminded him of his duties and responsibilities, with emphasis on the Sunshine Law, Financial Disclosure, Public Records Law and the Code of Ethics for Public Officials

E. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Vice Chairperson Yvette Sanchez Bergamo and Supervisors Andres Panesso and Jacinto Rodriguez constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Managers Neil Kalin and Armando Silva of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present were: Uma Swamy of Miami, Florida; Manuel Diaz of Miami, Florida; Carlos Henao of Miami, Florida; Miguel Ramirez of Miami, Florida, Pacifico Calera of Miami, Florida and Edward Aparicio of Miami, Florida

F. ELECTION OF OFFICERS (NOTE: this item was discussed after Agenda Item J.)

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NOVEMBER 20, 2017

Mr. Silva stated that as a result of today's Landowners' Election/Meeting and the new terms of office it would be in order to re-elect officers to the Board. The following names were suggested for election:

- Chairman – Timothy Toy
- Vice Chairman – Yvette Sanchez-Bergamo
- Secretary/Treasurer – Armando Silva
- Assistant Secretaries – Jacinto Rodriguez, Ivonne Quintero, Edward Aparicio, Neil Kalin and Gloria Perez

A discussion ensued after which:

A **motion** was made by Mr. Rodriguez, seconded by Mr. Toy and unanimously passed to *elect* the officers of the Fontainbleau Lakes Community Development District Board of Supervisors, as listed above.

G. CONFIRMATION OF LANDOWNERS' ELECTION RESULTS

Mr. Silva restated the Fontainbleau Lakes Community Development District's Landowners' Meeting/Election results and recommended that they be confirmed.

A **motion** was made by Mr. Rodriguez, seconded by Mr. Toy and unanimously passed to confirm the Landowners' Meeting election results, as follows: Edward Aparicio (Seat #5) received **5 votes** and was elected to a 4-year term of office, reduced to a 3-year term of office pursuant to Resolution No. 2017-06, which will expire in November 2020.

H. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Rodriguez and Ms. Sanchez-Bergamo requested the addition of the following items to the agenda for discussion: "Las Ramblas – Gate System Damages," "Open Space Area Pathway Lighting," "Las Ramblas – Median Landscaping Improvements" and "Painting of the Open Space Area Underpass." Mr. Silva acknowledged the requests and stated that they would be discussed under agenda item **H. NEW BUSINESS**.

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

Ms. Swamy requested the addition of the following item to the agenda for discussion: "Las Sevillas – Landscaping Improvements." Mr. Silva acknowledged the request and stated that it would be discussed under agenda item **H. NEW BUSINESS**.

J. APPROVAL OF MINUTES

1. July 17, 2017, Regular Board Meeting & Public Hearing Minutes

Mr. Silva presented the minutes of the July 17, 2017, Regular Board Meeting & Public Hearing and asked if there were any changes/corrections. There being no changes or corrections, a **motion** was made by Mr. Rodriguez, seconded by Ms. Sanchez-Bergamo

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and passed unanimously approving the minutes of the July 17, 2017, Regular Board Meeting & Public Hearing, as presented.

K. OLD BUSINESS

1. Update Regarding Parking Enforcement Agreement – Security Watch Group, Inc.

Mr. Silva advised the Board that the District and Public Safety International, Inc. were unable to agree to the terms of the “Indemnification Section” of the Parking Enforcement Agreement. As a result, the District engaged with Security Watch Group, Inc., as they were able to agree to all the terms of the Parking Enforcement Agreement. Mr. Silva reminded the Board that the District would be invoiced \$600 per month for a scope of services that includes three (3) random parking enforcement patrols per week. Mr. Silva also stated that the parking enforcement services will not commence until after the holiday season. No further action was required from the Board.

2. Staff Report as Required

There was no Staff Report at this time.

H. NEW BUSINESS

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

Mr. Silva advised that District Staff had inspected the District shortly after Hurricane Irma had left the area on September 11, 2017. The current lawn and landscape service provider (SprayPro) and RGS Landscaping were engaged to assist with storm debris collection and disposal. Mr. Silva also outlined other actions taken by the District post Hurricane Irma, including the reinstallation of street signage and inspection of stormwater drainage structures. The aforementioned items have been completed.

2. Consider Resolution No. 2017-09 – Adopting Fiscal Year 2016/2017 Amended Budget

Mr. Silva presented Resolution No. 2017-09, entitled:

RESOLUTION NO. 2017-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINBLEAU LAKES 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.

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Mr. Silva read the title of the resolution into the record and provided an explanation for the document. The Operating Fund as of September 30, 2017, had a positive balance. In addition, Mr. Silva stated that the Debt Service Fund for the Series 2016 Refunding Bonds had sufficient funds to make the required November 1, 2017, interest payment. A discussion ensued after which;

A **motion** was made by Mr. Rodriguez, seconded by Mr. Toy and unanimously passed to approve and adopt Resolution No. 2017-09, as presented; thereby setting the amended/revised final budget for the 2016/2017 fiscal year.

3. ADD-ON ITEMS:

(i) Las Ramblas – Gate System Damages

Mr. Rodriguez stated that there had been an increase in incidents where vehicles have run into the swing gates or the barrier arm gate located at the entrance and exits to the Las Ramblas subdivision, and wanted to know if it was possible for the District to seek reimbursement from the individual who damaged the gate system. Mr. Silva stated that in order to do so, the District would need to establish “Gate System Facilities Rules,” which would require a public hearing and advertisement similar to the process that was utilized to establish the “Parking Enforcement Rules.” A discussion ensued after which the Board consensus was to commence the “Gate Facilities Rules” establishment process.

(ii) Open Space Area Tracts – Pedestrian Pathway Lighting

Ms. Sanchez-Bergamo stated that she would like for the District to revisit the potential for adding lighting to pedestrian pathways on the open space area tracts (Las Ramblas and Las Sevillas) located within the District. Mr. Silva stated that District Field Staff had recently gathered a rough quote for the installation of bollard lights along the open space area tracts and the cost was in the range of \$180,00-\$250,000. A discussion ensued after which the Board consensus was to have District Staff provide a quote for the installation of lighting to the pedestrian pathways in the open space area tracts closest to the residential areas in the Las Ramblas and Las Sevillas subdivisions. Depending on the cost of the installation of the lighting fixtures, the project could be divided into several phases. Mr. Silva stated that he would provide a quote during an upcoming meeting.

(iii) Las Ramblas – Median Landscaping Improvements

Ms. Sanchez-Bergamo stated that she would like to request that the landscaping located on the medians along NW 9th Terrace (after the entrance to the Las Ramblas subdivision) be revamped, as there are a couple of species of plants that are dying. Mr. Silva stated that he would share this information with District Field Staff so that the landscaping improvements could be performed after the New Year.

(iv) Painting of the Open Space Area Underpass

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Ms. Sanchez-Bergamo requested that the District look into painting the underpass retaining wall (located under Fontainebleau Boulevard and between the Las Ramblas & Las Sevillas open space area tracts) because it has graffiti and several blotches of different colored paint. Mr. Silva stated that maintenance of the retaining wall is the responsibility of Miami-Dade County (the “County”) so he will contact the County to see if they would assist with this concern. Mr. Silva will provide a follow-up report during an upcoming meeting.

(v) Las Sevillas – Oval Median Landscaping Improvements

Ms. Uma Swamy (a resident of Las Sevillas and a Board Member of the Fontainebleau Lakes Courtyards West Condominium Association) stated that she was requesting upgrades to the landscaping on the oval island (located along NW 7th Street) within Las Sevillas. Mr. Silva stated that he would share this information with District Field Staff so that the landscaping improvements could be performed after the New Year.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Upcoming Holiday Season & Meeting Schedule

Unless an emergency were to arise, the District/Board will not meet again until January 22, 2018.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

Holiday greetings were exchanged by those in attendance.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Toy, seconded by Mr. Rodriguez and passed unanimously to adjourn the Regular Board Meeting at 8:23 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



PROPOSAL

Proposal Submitted To:

Fountainbleau Lakes CDD / Attn. J. Romero
 c/o Special District Services, Inc.
 2501 A Burns Road
 Palm Beach Gardens, Fl. 33410

Date: January 8, 2018

Job Information:

Las Ramblas
 Tract C1

We hereby submit specifications for the following: **Materials Extraction/Installation**

Labor and materials to install as per request from **F.O.M. Julian Romero**

The following is for the Five (5) median islands leading into the community and traffic circle

Extraction

Remove and dispose of all Gold Mound, Crown of Thorn (median), Ruellia plants (traffic circle) and Bougainvillea (median ends)

Two (2) truckloads of debris

Cost \$350.00

Labor to perform above

Cost \$575.00

Installation

Half (1/2) a pallet of St. Augustine sod for perimeter of all islands at \$241.00 ea.

Cost \$241.00

Two hundred thirty (230), 3 gallon Green Island Ficus plants at \$9.65 each (median sides)

Cost \$2,219.50

One hundred (100), 3 gallon Trinette plants at \$9.65 each (7 median end caps)

Cost \$965.00

Forty eight (48), 3 gallon Red Copper leaf plants at \$9.65 each (4 plant beds at traffic circle)

Cost \$463.20

Total cost \$4,813.70

We propose to furnish labor and materials in accordance with the above specifications for the sum of: \$ Four thousand eight hundred thirteen & 70/100 Dollars

Terms: If not paid within agreed payment terms, customer agrees to late payment charge. Current charge is 1.5% per month (18.5 per annum). Price is based of all areas to be graded by others to within two-tenths of one foot of finished grade. SprayPro is not responsible for unidentified underground facilities and installations. All plant materials guaranteed for three months from date of installation. Not responsible for replacement due to acts of GOD, vandalism, theft, improper maintenance practices or damages by others.

**Acceptance of Proposal: Acceptance of this proposal shall constitute a contract between us.
Beyond 90 Days, the above prices are subject to review.**

Payable as follows: Upon Completion

_____	_____	<i>Evaristo (Ray) Ramos</i>	<i>1/8/18</i>
Customer Signature	Date	SprayPro Representative 786-459-5975	Date

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

GATE FACILITIES RULE

Adopted _____ 20__

1.0 This rule may be cited and referred to as the Fontainebleau Lakes Community Development District (“District”) Gate Facilities Rule.

2.0 The District funds, operates, and maintains certain security and security-related improvements, facilities and equipment, including but not necessarily limited to, gates, gate arms, cameras, audio-visual and recording equipment, lighting, wiring, cabling, and electrical facilities, and other appurtenant security or security-related improvements benefiting the residents and property owners within the District (collectively, the “Gate Facilities”), which Gate Facilities are located at the one mean of ingress and egress at N.W. 9th Terrace (off of N.W. 97th Avenue) and the one mean of egress at N.W. 99th Court (at Fontainebleau Blvd.) for the Fontainebleau Lakes development.

3.0 The District Manager or his or her designee (the “District Manager”) shall have the authority to request the Fontainebleau Lakes Single Family Homes West Homeowners’ Association, Inc. (the “Association”) to de-activate all gate access cards, transponders, and readers issued to a particular unit within the District for unpaid Gate Facilities damage fees, after the following:

3.1 The District possesses video, eyewitness, or documentary evidence that a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Gate Facilities of the District; and

3.2 The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the vehicle(s) involved, and the damage caused to the District Gate Facilities, (2) indicate that such gate damage must be paid to the District within at least thirty (30) days, and (3) indicate that all gate access cards, transponders, and readers issued to the unit will be de-activated if payment is not received by the District within said thirty (30) day period.

4.0 Prior to the expiration of the thirty (30) day period referenced in section 3.2 above, the de-activation and the Gate Facilities damage fees may be appealed in writing directly to the District’s Board of Supervisors (the “Board”), which will hear said appeal at its next regular meeting. During the time of the appeal, cards/transponders will not be de-activated.

5.0 Gate access cards and transponders may be re-activated by the request of the District Manager, upon payment of all Gate Facilities damage fees and costs to the District or when directed by the District’s Board after an appeal filed and heard pursuant to section 4.0 above.

6.0 In addition to the authority provided in Section 3.0 above, upon receiving video, eyewitness, or documentary evidence of damage to the Gate Facilities, the District Manager or his or her designee shall have the authority on behalf of the District to impose and take all appropriate and lawful means to collect from the owner or driver of any vehicle or from any individual causing damage to the Gate Facilities all fees and costs associated with damages to the Gate Facilities, including those Gate Damage Fees set forth in Section 6.0 below. Any litigation pertaining to the collection of Gate Damage Fees shall first be authorized by the District's Board.

7.0 Gate Facilities damage fees shall be as follows:

7.1 Removing, pulling, or knocking off gate arm requiring re-attachment (no damage to gate arm or other Gate Facilities).....\$150.00;

7.2 Re-activating a de-activated gate access card, transponder, or reader.....\$30.00 per card/reader or \$50.00 per unit (covers all cards/transponders assigned to unit), whichever is less.

7.3 Damage to other Gate Facilities not referenced in this section shall be assessed at cost plus ten (10%) for administration fees.

DRAFT

AGREEMENT FOR TOWING SERVICES

BETWEEN

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

AND

REGULATED TOWING, INC.

THIS IS AN AGREEMENT, dated this ____ day of _____, 2018 by and between:

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, with its business address at Special District Services, Inc., 6625 Miami Lakes Drive, Suite 374, Miami Lakes, FL 33014 (the "District")

and

REGULATED TOWING, INC., a Florida corporation, with its principal mailing address at 13816 S.W. 144 Avenue Road, Miami, Florida 33186 ("Regulated").

WITNESSETH:

WHEREAS, pursuant to its authority under Chapter 190, Florida Statutes, and other provisions of applicable law, the District has adopted rules prohibiting the parking of vehicles on District streets, roadways, rights-of-way and other District property ("Rules"), a copy of which Rules are attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, in accordance with Florida law and the applicable ordinances of Miami-Dade County, the District desires to engage the services of a company to provide towing and removal of vehicles parked on District property in violation of the Rules; and

WHEREAS, at its meeting of January 22, 2018, the District Board of Supervisors authorized the approval of an agreement for towing services between the District and Regulated.

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

ARTICLE 1

RECITALS

Each recital set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2

SCOPE OF WORK

2.1 Towing and Removal. Regulated shall furnish towing and removal services (“Services”) for the removal of vehicles within the District pursuant to the Rules and in accordance with all requirements of Chapter 30, Article III, Sections 30-461 et seq. of the Miami-Dade County, Florida, Code of Ordinances (collectively, the “Miami-Dade Code”) and Section 715.07, Florida Statutes. Such Services shall be made available to District on a seven (7) day a week, twenty-four (24) hour basis. Regulated shall respond to the request of District’s duly authorized agent and representative acting on behalf of the District (“District Representative”) to provide towing services and shall arrive at the scene with the appropriate equipment within forty-five (45) minutes of the request.

2.2 Supplies and Labor. Regulated shall furnish all of the materials, tools, supplies, and labor necessary to perform the Services described in this Agreement. Regulated has inspected the roads, rights-of-way, and property of the District where the Services are to be performed and has satisfied itself from personal knowledge and experience or professional advice as to the character, condition, location of the site and any other conditions surrounding and affecting the Services to be performed under this Agreement.

2.3 Expertise. Regulated hereby represents to District, with full knowledge that District is relying upon these representations when entering into this Agreement with Regulated, that it has the professional expertise, experience and manpower to perform the Services to be provided pursuant to the terms of this Agreement.

2.4 Equipment and Operation. Each vehicle utilized by Regulated shall be in compliance with all requirements of the Miami-Dade Code in performance of the Services required under this Agreement, including, but not limited to, vehicle standards, display of decals and towing safety standards. Each vehicle utilized by Regulated in performing the Services under this Agreement shall be specifically designed, constructed and equipped for the towing of vehicle, and shall at all times be properly maintained in a mechanically safe condition. Regulated agrees to have no markings on vehicles, buildings or correspondence that indicates or tends to indicate any official relationship between Regulated and the District. Regulated shall ensure that each driver operates the equipment in a safe and proper manner in accordance with operating manuals and Florida Statutes. Upon receipt of a complaint from the District on a driver’s unsafe, unlawful or improper operation, documented corrective action shall be taken by Regulated.

2.5. Storage and Retrieval of Vehicles. The storage facility to where vehicles towed pursuant to this Agreement are removed shall be located no more than ten (10) miles from the boundaries of the

District. Vehicles shall be stored in enclosed areas under “lock and key”. Regulated shall protect all stored vehicles and personal property contained therein from theft and damage. Regulated shall comply with all requirements of the Miami-Dade Code relating to storage of vehicles and maintenance of manifests and trip records. Regulated shall comply with all standards and requirements of the Miami-Dade Code relating to recovery and retrieval of towed vehicles, rates and charges, methods and conditions of payment, and posting of notices and information either at the site of the tow or at Regulated’s place of business and storage facility.

2.6 Licensing. Regulated and all of its personnel shall maintain at all times during the term of this Agreement all state and local licensing as required by law to provide the Services to District as a duly authorized and licensed Operator as required pursuant to the Miami-Dade Code. Regulated shall also be licensed to do business in Miami-Dade County. Proof of such licenses shall be submitted to the District Manager for verification prior to the effective date of this Agreement and when requested by the District Manager during the term of this Agreement.

2.7 Performance. Regulated assumes professional and technical responsibility for performance of the Services to be provided hereunder in accordance with recognized industry standards within Miami-Dade County, Florida.

2.8 Complaints. Regulated hereby agrees that any complaints received by District concerning the performance of Regulated’s duties under this Agreement and otherwise shall be referred to the District Manager of the District. The failure of Regulated to follow any subsequent reasonable instruction of the District Manager regarding any complaint will be considered a material breach of this Agreement, and shall be cause for termination thereof.

ARTICLE 3

TERM; NON-EXCLUSIVE AGREEMENT

3.1 This Agreement shall take effect as of the date the Agreement has been executed by both parties and shall have a term of one (1) year from that date. This Agreement may be renewed for additional one (1) year terms at the discretion of the District.

3.2 The parties agree that this is a non-exclusive contract and that the District is free to contract with other tow companies to perform any or all of the Services referenced herein at any time.

3.3 The District may terminate this Agreement for convenience at anytime and at its discretion upon providing at least five (5) days written notice of its intent to terminate to Regulated. Regulated may terminate this Agreement for convenience and at its discretion upon providing the District with at least thirty (30) days notice of its intent to terminate.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The parties agree that Regulated is not entitled to and will not be paid any compensation

by the District for the provision of Services under this Agreement, as the intent of this Agreement is to secure a relationship with a tow company to assist the District with respect to the enforcement of Rules pertaining to parking on District roads, rights-of-way and property.

4.2 The rates charged by Regulated to customers shall include costs of all labor, tools, materials, and equipment and shall be reasonably consistent with the towing industry rate standards in Miami-Dade County for the recovery and towing of vehicles from public property and storage thereof. Regulated agrees to comply with all requirements of the Miami-Dade Code including, but not limited to, the schedule of rates charged, notices, method of acceptance of payment and contest of charges.

4.3 Prior to initiating Services under this Agreement, Regulated shall furnish the District with a copy of its current rate schedule and shall thereafter provide notice to the District of any changes to such rate schedule. Such notice shall be provided to the District within three (3) days of the effective date of the rate schedule change. Regulated shall prominently post in a conspicuous location at its storage facilities a copy of the current rate schedule. Regulated shall not charge customers for any service that exceeds such posted or listed amount, nor shall Regulated perform any service that is not delineated on such posted or listed rate schedule without giving the customer a written estimate of the amount that will be due and payable upon completion of the unposted or unlisted service.

ARTICLE 5

PROTECTION OF PROPERTY

5.1 At all times during the performance of this Agreement, Regulated shall protect the District's property interests and those private and public properties throughout the District in connection with the performance of Services. Regulated shall make redress for any such damage, injury or loss.

ARTICLE 6

INDEMNIFICATION; RESPONSIBILITIES

6.1 Regulated agrees to indemnify and hold harmless the District, its elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the District or any third party arising out of, or by reason of, or relating to this Agreement or resulting from Regulated's negligent acts, errors, or omissions or willful or intentional acts.

6.2 Regulated agrees that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged by it, is the specific consideration for such indemnities under this Article 6. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the Term of this Agreement and continue in full force and effect as to Regulated's responsibility to indemnify.

6.3 The District shall not be responsible or liable in any manner whatsoever for either the

collection or payment of any charges for services rendered, including towing and storage of vehicles.

6.4 The District shall not be responsible for any loss or damage to vehicles towed pursuant to this Agreement, to any personal property contained therein, or to any vehicle accessories, regardless of the cause of such damage or loss. Regulated shall hold the District harmless as to any claims, suits or actions alleging such loss or damage.

ARTICLE 7

INSURANCE

7.1 During the term of this Agreement, Regulated shall have in effect insurance with those limits specified in this Article. Copies of said insurance policy or certificate of insurance must be furnished to District Manager immediately after approval of this Agreement by the District Board of Supervisors and prior to the effective date of this Agreement. The District may request proof of insurance or the name and phone number of insurer at any time during the term of the Agreement, and Regulated shall respond with said proof of insurance within five (5) days of the request. Failure to provide the proof of insurance required in this section or the name and phone number of insurer as requested shall constitute grounds for termination of this Agreement by the District.

7.2 Regulated, at its own cost and expense, shall keep in force at all times, and shall maintain the following during the terms of this Agreement. In no case shall Regulated provide insurance types, limits and conditions below the minimum required by the Code of Miami-Dade County:

7.2.1 Comprehensive General Liability Insurance with minimum limits of coverage of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000) Dollars aggregate covering the District and operations, including coverage for Products and completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Personal injury, with all Care, Custody and Control exclusions deleted, covering all claims for bodily injury, including death, property damage, and personal injury, including claims for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, or other invasion of right of private occupancy.

7.2.2 Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof in the minimum amount of One Million (\$1,000,000.00) Dollars.

7.2.3 Workers' Compensation Insurance as required by Florida Statutes.

7.3 Regulated shall provide the District with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form acceptable to the District. Each policy shall provide that District is an additional named insured, and that the District shall be notified by the insurer in writing of any cancellation at least thirty (30) days prior to the effective date of cancellation.

ARTICLE 8

MISCELLANEOUS

8.1 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Regulated 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. Regulated shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Regulated agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. This Agreement shall not be construed as creating any joint employment relationship between Regulated and the District and the District will not be liable for any obligation incurred by Regulated, including but not limited to unpaid minimum wages and/or overtime premiums.

8.2 Compliance with Laws. Regulated shall comply with all federal, state, and local laws, ordinances, rules and regulations of any governmental agency having jurisdiction in the premises, including but not limited to, licensing and minimum safety requirements and those laws, ordinances, rules and regulations governing the recovery, towing, and storage of vehicles.

8.3 Ethics and Conduct. Regulated hereby agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner. As it is recognized by both parties that this Agreement is sensitive in nature and requires Regulated and its personnel and employees to work with the public on a daily basis, Regulated is required to extend common courtesies in a manner reflective of the proper representation of the District as a governmental entity.

8.4 Interpretation of Agreement. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against Regulated.

8.5 Ambiguities. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

8.6 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida with venue for purposes of any litigation arising out of this Agreement lying in Miami-Dade County, Florida.

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

8.8 Attorney's Fees. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees

and costs.

8.9 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.

8.10 Waiver. It is understood and agreed that the approval, or acceptance of any part of the Services hereunder by the District as in compliance with terms of this Agreement, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

8.11 Assignment. This Agreement shall not be assigned by either party without the express written consent of the other party.

8.12 Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand-delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Regulated and the District designate the following as the respective places for giving of notice:

DISTRICT: **Fontainebleau Lakes Community Development District**
6625 Miami Lakes Drive, Suite 374
Miami Lakes, Florida 33014
Attention: District Manager

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

REGULATED
TOWING, INC.: **Regulated Towing, Inc.**
13605 S.W. 149 Avenue Unit 8,
Miami, FL 33196
Attention: Michael Fasano

8.13 Records. Regulated shall keep books and records pertaining to the performance of this Agreement in accordance with the requirements of Florida law and the Miami-Dade Code.

Such books and records will be available at all reasonable times for examination and audit by the District and shall be kept for a period of three (3) years after the expiration or earlier termination of this Agreement. Regulated shall make all such records relating to the performance of Services under this Agreement available for inspection upon the reasonable request of District. In addition, Regulated shall provide to the District Manager bi-weekly reports of vehicles towed at its request on behalf of the District. The written reports will be designed and supplied by the District Manager and the following information shall be provided thereon:

1. Name of owner and driver of vehicle;
2. Model and make of vehicle;
3. License plate number;
4. Vehicle identification number;
5. Time, date and location of tow;
6. Circumstances requiring tow;
7. Whether or not a "HOLD" was placed on the vehicle any law enforcement agency, if known;
8. Time of arrival of tow company to the scene;
9. Storage facility where vehicle is stored; and
10. Date, time and name of employee of tow company towing the vehicle.

8.14 Public Records.

A. Regulated 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 Regulated 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 Regulated or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Regulated transfers all public records to the District upon completion of the Agreement Regulated shall destroy any

duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Regulated keeps and maintains public records upon completion of the Agreement, Regulated 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. Regulated 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 Regulated, Regulated shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Regulated acknowledges that should Regulated fail to provide the public records to the District within a reasonable time, Regulated may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF REGULATED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, REGULATED 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**

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

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

Attest:

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chairperson/Vice-Chairperson

_____ day of _____, 2018

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as Chairperson/Vice-Chairperson of the Board of Supervisors for FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name
Commission
Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name
Commission
Expires: _____

**REGULATED TOWING, INC.,
a Florida Corporation**

Witnesses:

Print Name

Print Name

(CORPORATE SEAL)

By: _____

Print: _____

Title: _____

_____ day of _____, 2018

STATE OF FLORIDA }
 }ss
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Regulated Towing, Inc., a Florida for profit corporation. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name

Commission Expires: _____

EXHIBIT "A"

District Rules