



**FONTAINBLEAU LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
FEBRUARY 21, 2021  
6:30 P.M.**

Special District Services, Inc.  
8785 SW 165<sup>th</sup> Avenue, Suite 200  
Miami, FL 33193

[www.fontainbleaulakescdd.org](http://www.fontainbleaulakescdd.org)

786.303.3661 Telephone  
877.SDS.4922 Toll Free  
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**AGENDA**  
**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**  
Las Ramblas Clubhouse Conference Room  
9960 NW 10<sup>th</sup> Terrace  
Miami, Florida 33172  
**REGULAR BOARD MEETING**  
February 21, 2022  
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. October 18, 2021 Regular Board Meeting Minutes.....Page 2
- G. Old Business
  - 1. Update Regarding Restrictive Covenant – Greenspace Area in Southwest Quadrant of CDD
  - 2. Discussion Regarding Solar Lighting – Open-Space Tract Pathways
- H. New Business
  - 1. Budget Workshop.....Page 5
  - 2. Discussion Items Requested by Fontainbleau Lakes Courtyards West Condo (Las Sevillas).....Page 11
  - 3. Consider Agreement for Aquatics Maintenance Services – Deangelo Contracting Services.....Page 12
  - 4. Discussion Regarding EV Charging Stations
  - 5. Staff Report as Required
- I. Administrative & Operational Matter
- 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 GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, 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 2021/2022 REGULAR MEETING  
SCHEDULE

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

10/06/2021

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

6 day of OCTOBER, A.D. 2021

  
(SEAL)

GUILLERMO GARCIA personally known to me



### FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 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 Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172 at 6:30 p.m. on the following dates:

October 18, 2021  
November 15, 2021  
February 21, 2022  
March 21, 2022  
April 18, 2022  
May 16, 2022  
June 20, 2022  
September 19, 2022

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 786-313-3661 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 786-313-3661 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  
10/6

21-04/0000554828M

**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 18, 2021**

**A. CALL TO ORDER**

District Manager Armando Silva called the October 18, 2021, Regular Board Meeting of the Fontainebleau Lakes Community Development District (the “District”) to order at 6:43 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10<sup>th</sup> Terrace, Miami, Florida 33172.

**B. PROOF OF PUBLICATION**

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 6, 2021, as part of the District’s Fiscal Year 2021/2022 Regular Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mr. Silva determined that the attendance of Chairman Luis Gonzalez, Vice Chairman Timothy Toy and Supervisor Mayra De Torres constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Armando Silva of Special District Services, Inc.; and General Counsel Scott Cochran of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance were: David Graybill, Miami, FL; Cristina Oliveira, Miami, FL; Yaneth Urdaneta, Miami, FL; Leonardo Odelb, Miami, FL; Carlos Sulbaran, Miami, FL.

**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. September 20, 2021, Regular Board Meeting**

Mr. Silva presented the minutes of the September 20, 2021, Regular Board Meeting. There being no changes or corrections, a **motion** was made by Mr. Gonzalez, seconded by Mr. Toy and passed unanimously approving the minutes of the September 20, 2021 Regular Board Meeting, as presented.

**H. OLD BUSINESS**

**1. Update Regarding Ingress/Egress Modification – Las Ramblas**

Mr. Silva stated that a majority of the project has been completed and that the main components that are missing are the installation of the arm gates, sealing of the roads, and painting of the traffic markings. Mr. Silva stated that this project will be completed before the end of November 2021.

**2. Restrictive Covenant – Greenspace Area in Southwest Quadrant of CDD**

Mr. Silva stated that he still has not received a response from the Developers (Shoma Homes) attorney so he recommended that this item be *tabled* until a response is received.

### **3. Update Regarding Solar Lighting – Open-Space Tract Pathways**

Mr. Silva presented to the Board a Solar Light Post and Lamp that has a 5-year warranty and has a protective cover that will prevent vandalism. Mr. Silva stated that the average cost of installing the aforementioned Solar Light Post and Lamp is about \$2,400 each. A discussion ensued after which the Board tasked Mr. Silva with finding areas within Las Sevillas and Las Ramblas that would be adequate for a Pilot Project; and to search for additional proposals for the same product.

## **H. NEW BUSINESS**

### **1. Consider Resolution No. 2021-11 – Adopting a Fiscal Year 2020/2021 Amended Budget**

Mr. Silva presented Resolution No. 2021-11, entitled:

#### **RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FONTAINEBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

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, 2021, 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, 2021, interest payment. A discussion ensued after which the following motion was made:

A **motion** was made by Mr. Gonzalez, seconded by Mr. Toy and unanimously passed to approve and adopt Resolution No. 2021-11, as presented; thereby setting the amended/revised final budget for the 2020/2021 fiscal year.

### **2. Staff Report, as Required**

There was not staff report at this time.

## **I. ADMINISTRATIVE & OPERATIONAL MATTERS**

### **1. Staff Report, as Required**

There was not staff report at this time.

## **J. BOARD MEMBER & STAFF CLOSING COMMENTS**

There was no Board Member or Staff closing comments.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. De Torres, seconded by Mr. Gonzalez and passed unanimously to adjourn the Regular Board Meeting at 7:34 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

# Fontainebleau Lakes Community Development District

**Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

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- IV      ASSESSMENT COMPARISON**



**FINAL BUDGET**  
**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 BUDGET
<b>REVENUES</b>	
Administrative Assessments	87,455
Maintenance Assessments	352,925
Las Sevilas Security Assessments	0
Debt Assessments	463,915
Other Revenues	0
Interest Income	720
<b>TOTAL REVENUES</b>	<b>\$ 905,015</b>
<b>EXPENDITURES</b>	
<b>MAINTENANCE EXPENDITURES</b>	
Engineering/Annual Report/Inspections	4,000
Lake Tract Aquatic Maintenance (Includes Parcel 1)	14,000
Landscaping Service/Pest Control/Fertilizer	90,000
Mulch (Tree Rings & Shrubbery Beds)	9,000
Irrigation Systems Maintenance (North & South)	10,000
Tree & Shrubbery Replacement (North & South)	12,000
Community Lighting Upkeep (North & South)	24,000
FP&L - Power - Street Lighting (North & South)	31,000
FP&L - Power - Irrigation Pump Stations (N & S)	3,000
FP&L - Power - Lift Stations (North & South)	5,000
Park Maintenance - Upkeep	6,000
Roadways & Street Maintenance (North & South)	9,000
Fountain Maintenance (Tract A)	3,000
Misc. Electrical Improvements (North & South)	1,500
Entrance/Exit Gate Maintenance/Repairs (N & S)	4,000
Open Space Misc MTE - Tracts P,Q,W,X,Y,Z	4,000
Hurricane Preparedness/Miscellaneous	20,000
Lift Station Maintenance (North & South)	25,000
Miscellaneous Improvements (North & South)	32,000
Dumpster Rental	1,000
Security - Las Sevilas	0
Maintenance Contingency	24,250
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 331,750</b>
<b>ADMINISTRATIVE EXPENDITURES</b>	
Supervisor Fees	3,000
Payroll Taxes (Employer)	230
Management	29,148
Secretarial & Field Operations	6,300
Legal	12,500
Assessment Roll	10,000
Audit Fees	3,100
Arbitrage Rebate Fee	650
Insurance	8,100
Legal Advertisements	800
Miscellaneous	2,200
Postage	600
Office Supplies	825
Dues & Subscriptions	175
Trustee Fee	3,200
Continuing Disclosure Fee	350
Website Management	1,750
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 82,928</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 414,678</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 490,337</b>
Bond Payments	(436,080)
<b>BALANCE</b>	<b>\$ 54,257</b>
County Appraiser & Tax Collector Fee	(18,085)
Discounts For Early Payments	(36,172)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>
Carryover From Prior Year	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**FONTAINEBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2019/2020 ACTUAL	FISCAL YEAR 2020/2021 BUDGET	FISCAL YEAR 2021/2022 BUDGET	COMMENTS
<b>REVENUES</b>				
Administrative Assessments	77,030	87,460	87,455	Expenditures Less Interest & 25% Of Carryover/.94
Maintenance Assessments	325,918	352,925	352,925	Expenditures Less 75% Of Carryover/.94
Las Sevilas Security Assessments	0	0	0	Expenditures/.94
Debt Assessments	463,915	463,915	463,915	Bond Payments/.94
Other Revenues	4,865	0	0	
Interest Income	1,345	720	720	Interest Estimated At \$60 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 873,073</b>	<b>\$ 905,020</b>	<b>\$ 905,015</b>	
<b>EXPENDITURES</b>				
<b>MAINTENANCE EXPENDITURES</b>				
Engineering/Annual Report/Inspections	1,255	4,000	4,000	No Change From 2020/2021 Budget
Lake Tract Aquatic Maintenance (Includes Parcel 1)	12,330	14,000	14,000	No Change From 2020/2021 Budget
Landscaping Service/Pest Control/Fertilizer	74,321	90,000	90,000	No Change From 2020/2021 Budget
Mulch (Tree Rings & Shrubbery Beds)	8,880	9,000	9,000	No Change From 2020/2021 Budget
Irrigation Systems Maintenance (North & South)	4,572	10,000	10,000	No Change From 2020/2021 Budget
Tree & Shrubbery Replacement (North & South)	23,792	12,000	12,000	No Change From 2020/2021 Budget
Community Lighting Upkeep (North & South)	69,060	24,000	24,000	No Change From 2020/2021 Budget
FP&L - Power - Street Lighting (North & South)	23,237	31,000	31,000	No Change From 2020/2021 Budget
FP&L - Power - Irrigation Pump Stations (N & S)	3,010	3,000	3,000	No Change From 2020/2021 Budget
FP&L - Power - Lift Stations (North & South)	0	5,000	5,000	No Change From 2020/2021 Budget
Park Maintenance - Upkeep	2,613	6,000	6,000	No Change From 2020/2021 Budget
Roadways & Street Maintenance (North & South)	120	9,000	9,000	No Change From 2020/2021 Budget
Fountain Maintenance (Tract A)	1,331	3,000	3,000	No Change From 2020/2021 Budget
Misc. Electrical Improvements (North & South)	1,348	0	1,500	Misc. Electrical Improvements (North & South)
Entrance/Exit Gate Maintenance/Repairs (N & S)	7,950	4,000	4,000	No Change From 2020/2021 Budget
Open Space Misc MTE - Tracts P,Q,W,X,Y,Z	3,119	4,000	4,000	No Change From 2020/2021 Budget
Hurricane Preparedness/Miscellaneous	0	20,000	20,000	No Change From 2020/2021 Budget
Lift Station Maintenance (North & South)	61,845	25,000	25,000	No Change From 2020/2021 Budget
Miscellaneous Improvements (North & South)	2,100	32,000	32,000	No Change From 2020/2021 Budget
Dumpster Rental	2,207	0	1,000	Dumpster Rental
Security - Las Sevilas	0	0	0	
Maintenance Contingency	29,478	26,750	24,250	\$2,500 Decrease From 2020/2021 Budget
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 332,568</b>	<b>\$ 331,750</b>	<b>\$ 331,750</b>	
<b>ADMINISTRATIVE EXPENDITURES</b>				
Supervisor Fees	1,200	3,000	3,000	Supervisor Fees
Payroll Taxes (Employer)	92	230	230	Supervisor Fees * 7.65%
Management	28,116	28,752	29,148	CPI Adjustment
Secretarial & Field Operations	6,300	6,300	6,300	No Change From 2020/2021 Budget
Legal	9,308	13,000	12,500	\$500 Decrease From 2020/2021 Budget
Assessment Roll	10,000	10,000	10,000	As Per Contract
Audit Fees	3,200	3,300	3,100	Accepted Amount For 2020/2021 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2020/2021 Budget
Insurance	6,305	7,500	8,100	Insurance Estimate
Legal Advertisements	905	800	800	No Change From 2020/2021 Budget
Miscellaneous	1,691	2,500	2,200	\$300 Decrease From 2020/2021 Budget
Postage	627	600	600	No Change From 2020/2021 Budget
Office Supplies	837	825	825	No Change From 2020/2021 Budget
Dues & Subscriptions	175	175	175	No Change From 2020/2021 Budget
Trustee Fee	3,250	3,200	3,200	No Change From 2020/2021 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2020/2021 Budget
Website Management	1,750	1,750	1,750	No Change From 2020/2021 Budget
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 74,756</b>	<b>\$ 82,932</b>	<b>\$ 82,928</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 407,324</b>	<b>\$ 414,682</b>	<b>\$ 414,678</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 465,749</b>	<b>\$ 490,338</b>	<b>\$ 490,337</b>	
Bond Payments	(444,109)	(436,080)	(436,080)	2022 P & I Payments Less Earned Interest
<b>BALANCE</b>	<b>\$ 21,640</b>	<b>\$ 54,258</b>	<b>\$ 54,257</b>	
County Appraiser & Tax Collector Fee	(8,378)	(18,086)	(18,085)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(28,524)	(36,172)	(36,172)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (15,262)</b>	<b>\$ -</b>	<b>\$ -</b>	
Carryover From Prior Year	0	0	0	Carryover From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ (15,262)</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND BUDGET**  
**FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR</b>	<b>FISCAL YEAR</b>	<b>FISCAL YEAR</b>	
	<b>2019/2020</b>	<b>2020/2021</b>	<b>2021/2022</b>	
<b>REVENUES</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>BUDGET</b>	<b>COMMENTS</b>
Interest Income	4,930	200	25	Projected Interest For 2021/2022
NAV Tax Collection	444,109	436,080	436,080	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 449,039</b>	<b>\$ 436,280</b>	<b>\$ 436,105</b>	
<b>EXPENDITURES</b>				
Principal Payments	225,000	230,000	235,000	Principal Payment Due In 2022
Interest Payments	209,119	202,319	197,081	Interest Payments Due In 2022
Bond Redemption	0	3,961	4,024	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 434,119</b>	<b>\$ 436,280</b>	<b>\$ 436,105</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 14,920</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2016 Bond Refunding Information**

Original Par Amount =	\$6,430,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.00% - 4.125%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	October 2016		
Maturity Date =	May 2038		
Par Amount As Of 1/1/21 =	\$5,565,000		

## Fontainebleau Lakes Community Development District Assessment Comparison

	Fiscal Year 2018/2019 Assessment Before Discount*	Fiscal Year 2019/2020 Assessment Before Discount*	Fiscal Year 2020/2021 Assessment Before Discount*	Fiscal Year 2021/2022 Projected Assessment Before Discount*
Administrative Assessment For Single Family	\$ 176.96	\$ 182.64	\$ 215.95	\$ 215.94
Maintenance Assessment For Single Family	\$ 810.44	\$ 804.74	\$ 871.43	\$ 871.43
<u>Debt Assessment For Single Family</u>	<u>\$ 1,224.05</u>	<u>\$ 1,224.05</u>	<u>\$ 1,224.05</u>	<u>\$ 1,224.05</u>
<b>Total</b>	<b>\$ 2,211.45</b>	<b>\$ 2,211.43</b>	<b>\$ 2,311.43</b>	<b>\$ 2,311.42</b>
Administrative Assessment For Townhomes	\$ 176.96	\$ 182.64	\$ 215.95	\$ 215.94
Maintenance Assessment For Townhomes	\$ 810.44	\$ 804.74	\$ 871.43	\$ 871.43
<u>Debt Assessment For Townhomes</u>	<u>\$ 1,064.39</u>	<u>\$ 1,064.39</u>	<u>\$ 1,064.39</u>	<u>\$ 1,064.39</u>
<b>Total</b>	<b>\$ 2,051.79</b>	<b>\$ 2,051.77</b>	<b>\$ 2,151.77</b>	<b>\$ 2,151.76</b>
Administrative Assessment For Courtyards	\$ 176.96	\$ 182.64	\$ 215.95	\$ 215.94
Maintenance Assessment For Courtyards	\$ 810.44	\$ 804.74	\$ 871.43	\$ 871.43
Security Assessment For Courtyards	\$ -	\$ -	\$ -	\$ -
<u>Debt Assessment For Courtyards</u>	<u>\$ 957.95</u>	<u>\$ 957.95</u>	<u>\$ 957.95</u>	<u>\$ 957.95</u>
<b>Total</b>	<b>\$ 1,945.35</b>	<b>\$ 1,945.33</b>	<b>\$ 2,045.33</b>	<b>\$ 2,045.32</b>

\* Assessments Include the Following :

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

### Community Information:

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Single Family Units (Las Ramblas)	271
Townhomes (Las Ramblas)	36
<u>Courtyards (Las Sevilas)</u>	<u>98</u>
Total Units	405

Good Morning,

Items from Fontainebleau Lakes Courtyards West Condo to be added to the agenda for Feb 21, 2022

1. Security company Payment -We would like this to be added to the budget of the CDD
2. Benches and Lighting Poles for our roundabout.
3. Bike Racks for each Tower-
4. Trees, we need to know how many trees, when and where they will be planted.
5. Discuss entrance Upgrades at Las Sevilas
6. Replace all manhole covers thru the walkways that represent a Hazard.
7. Reactivate Park Project
8. Signposts - CDD or community, painted
9. Greenspace areas
10. Plants beautification
11. Sinkholes
12. Green area huts - parties
13. Electricity pull box
14. Security Gate

Respectfully,

Tati Robertson, LCAM  
Property Manager  
Allied Property Group, Inc.  
12350 SW 132nd Court, Suite #114  
Miami, Florida 33186

# **AGREEMENT FOR AQUATICS MAINTENANCE SERVICES**

**THIS AGREEMENT FOR AQUATICS MAINTENANCE SERVICES** (the “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

**DEANGELO CONTRACTING SERVICES, LLC**, a foreign limited liability company, registered in the State of Delaware, and whose mailing address is 527 South Church Street, Hazelton, Pennsylvania 18201, doing business as Aquagenix, a Florida registered fictitious name, whose business address is 1460 SW 3rd Street, Suite B2, Pompano Beach, Florida 33069 (the “Contractor”).

## **RECITALS**

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

**WHEREAS**, the District owns and/or is responsible for maintaining twelve (12) lakes located within the District (collectively, the “Maintenance Areas”); and

**WHEREAS**, the District has a need to retain an independent contractor to furnish lake and aquatic maintenance services to the Maintenance Areas, including, but not limited to: controlling algae, aquatic weed, border grass, and brush; aquatics consulting; monthly water testing; and biological control agents, all as more particularly described in the Contractor’s proposal entitled “Aquatic Management Plus Agreement” and dated December 1, 2021, which is attached to and incorporated herein as Exhibit A (the “Proposal”); and

**WHEREAS**, Contractor represents that it is qualified to provide lake and aquatic maintenance services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

**Section 1. Recitals.** The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

**Section 2. Services.**

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance services for the Maintenance Areas of the District in accordance with this Agreement and the Proposal (which services are collectively described as the “Work”).

B. The Work under this Agreement shall include, but not be limited to, monthly aquatics maintenance for the Maintenance Areas. The duties, obligations, and responsibilities of the Contractor include conducting monthly inspections and providing the following treatments as needed:

- (1) Algae and aquatic plant control and herbicide application;
- (2) Border and shoreline grass and brush control to water’s edge;
- (3) Exotic invasive aquatic weed control;
- (4) Monthly water testing;
- (5) Fish and wildlife monitoring;
- (6) Biological control agent permit application for triploid grass carp and mosquito fish;
- (7) Call back service is included at no additional charge;
- (8) Monthly Management reporting;
- (9) Algae removal;
- (10) Provide recommendations for additional maintenance or repair work in a proactive manner to advise the District with respect to insuring that the lakes are clean, clear, and free of unwanted vegetation and algae.

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

D. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

E. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied itself from its own knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas, and an other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work have been included in the Proposal.

F. Contractor shall regularly notify the District Manager of the District or his designee via email or as otherwise approved by the District Manager of the date and time

when services are scheduled to be performed and after such service has been performed. Immediately after services are performed, within one (1) business day of performing any services under this Agreement, Contractor shall prepare and deliver to the District Manager or his designee via email a comprehensive service report detailing work performed during each services visit or other visit to the District pursuant to this Agreement.

### **Section 3. Manner of Contractor Performance.**

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

C. Should any Work and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary or the proper provision of services to the District, such Work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

D. Contractor agrees that District shall not be liable for the payment of any Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or his designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

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

G. Contractor shall not damage, kill, or otherwise harm current and future non-invasive aquatic plants, and any damage to such plants shall be remedied with replacement plants within five (5) business days of the damage occurring. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within five (5) business days.

### **Section 4. Compensation.**

A. In exchange for providing the lake and aquatic maintenance services pursuant to this Agreement, the District shall pay Contractor in accordance with the



Proposal an annual contract amount of TEN THOUSAND THREE HUNDRED TWENTY AND 00/100 (\$10,320.00) DOLLARS (the "Contract Price"), Contract Price shall be paid in twelve (12) equal payments of \$860.00 each for Work performed pursuant to this Agreement, which installment payment shall be made after each service is provided pursuant to the schedule in the Proposal. The Contract Price is subject to a four percent (4%) increase after the Initial Term of this Agreement for each subsequent renewal year.

B. Should the District desire additional services or add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District may pay the invoice amount within thirty (30) days after the invoice date. Contractor may cease performing Work under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

**Section 5. Term.** The Contractor shall commence work under this Agreement on the Effective Date, as defined in Section 31 of this Agreement, and, unless otherwise terminated in accordance with this Agreement, the term of the Agreement shall expire on September 30, 2022 (the "Initial Term"). This Agreement shall automatically renew on an annual basis for up to three (3) successive extension terms of one year each (through September 30, 2025), unless otherwise terminated by either party pursuant to this Agreement.

**Section 6. Termination.** Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon any termination of this agreement, the Contractor shall be entitled to payment for Work and services performed in accordance with the Agreement up until the effective date of the termination, subject to whatever offsets or claims the District may have against the Contractor.

## **Section 7. Insurance.**

A. Contractor, and any subcontractor hired by Contractor to perform any Work pursuant to this Agreement shall provide and maintain the following insurance throughout the term of this Agreement:

- (1) Worker's Compensation Insurance in accordance with Florida law.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries and property damage, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors' coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability coverage with limits of at least \$1,000,000 per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injuries and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its officers, staff, agents, and supervisors shall be named as additional insured. Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No Certificate shall be acceptable to the District unless the Certificate provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective until the District has been provided with prior written notice at least thirty (30) days in advance of the effective date of the termination or change. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance; in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **Section 8. Indemnification.**

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the Work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the Work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**Section 9. Liens and Claims.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform the Work and services under this Agreement. Contractor shall keep District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not satisfy or pay such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement and applicable law, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**Section 10. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**Section 11. Custom and Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this Agreement, or as having in any way modified or waived the same.

**Section 12. Successors.** This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

**Section 13. Permits and Licenses.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**Section 14. Assignment.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

**Section 15. Independent Contractor.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**Section 16. Familiarity with Laws.** Contractor shall be required to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

**Section 17. Conflicts.** In the event of a specific conflict with respect to any provision of this Agreement and the exhibits thereto, preference, from top to bottom, shall be given, as follows:

- A. This main Agreement instrument; followed by;
- B. Exhibit A – Contractor's Proposal.

**Section 18. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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

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

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

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

DISTRICT: Fontainebleau Lakes Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

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

CONTRACTOR: DeAngelo Contracting Services, LLC  
527 South Church Street  
Hazelton, Pennsylvania 18201  
Attention: President

With a copy to: DeAngelo Contracting Services, LLC  
100 N Conahan Drive  
Hazelton, Pennsylvania 18201  
Attention: President

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the

place of delivery) or on a non-business day, shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**Section 24. Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

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

**Section 26. Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with applicable Florida law.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep



and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (305) 777-0761  
EMAIL: ASILVA@SDSINC.ORG**

**Section 27. E-Verify.** Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 15 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this

Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**Section 28. Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**Section 29. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted or construed against either party.

**Section 30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**Section 31. Effective Date.** This Agreement shall be effective beginning on \_\_\_\_\_, 20\_\_ (the "Effective Date").

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



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

Attest:

**FONTAINBLEAU LAKES  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

Print name: \_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2022

**DEANGELO CONTRACTING  
SERVICES, LLC**, a foreign limited  
liability company

\_\_\_\_\_

By: \_\_\_\_\_

Print Name

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2022

Print Name

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**



## Aquagenix / DeAngelo Contracting Services

### AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement Dated **12/01/21**, is made between DeAngelo Contracting Services (DCS) and "CUSTOMER";

Fontainebleau Lakes Community Development District  
C/O Special District Services, Inc  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Contact: Armando Silva 786-449-8744

Both CUSTOMER and DCS agree to the following:

1. Site Locations: DCS 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(s): **12 Lakes located at Fontainebleau Blvd & NW 99<sup>th</sup> Court, Miami, FL**
2. Contract Services: CUSTOMER agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:

Description	
Algae and Aquatic Weed Control	Included
Aquatics Consulting	Included
Bacteria Testing	Included
Biological Control Agent Permit Applications (Triploid Grass Carp, Mosquito Fish, etc)	Included
Border Grass and Brush Control to the Water's Edge	Included
Fish Stocking (Bass and Bream)	Optional
Management Reporting	Included
Water Testing (See Addendum 12a)	Included

Annual Program Investment: \$10,320.00 per year / Invoiced at \$860.00 per month

We will perform **12** inspections per year. Treatments are completed as necessary and will follow Florida Best Management Practices for management and control of aquatic vegetation and algae.

#### Scheduled Site Visits Per Month

January	1	February	1	March	1	April	1	May	1	June	1
July	1	August	1	September	1	October	1	November	1	December	1

3. Contract terms: The term of this Agreement shall start the month immediately following the contract signed date for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Automatic Renewal: At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

5. Safety: DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

6. Insurance: DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

7. Address Change: If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

8. Management Change: If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

9. Schedule of Payment and Penalties for past due invoices: CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 100 N Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

10. Default: If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

11. Termination Procedure: 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 DCS, 100 N Conahan Drive., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS:

a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,

b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.

d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events such as weather patterns, water temperature, depth and quality, amount and type of plant growth, and fish community structure. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. Contract Documents: This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

\_\_\_\_\_  
DeAngelo Contracting Services

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.