

CORONADO COMMUNITY DEVELOPMENT DISTRICT

MIAMI-DADE COUNTY

REGULAR BOARD MEETING
OCTOBER 18, 2018
6:15 p.m.

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

www.coronadocdd.org

305.777.0761 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

AGENDA CORONADO COMMUNITY DEVELOPMENT DISTRICT

Islands at Doral Clubhouse Meeting Room 8250 N.W. 112th Court Doral, Florida 33178

REGULAR BOARD MEETING

October 18, 2018 6:15 p.m.

A.	Call to Order
B.	Proof of Publication
C.	Establish Quorum
D.	Consider Resolution No. 2018-07 – Re-Election of Officers
E.	Additions or Deletions to Agenda
F.	Comments from the Public for Items Not on the Agenda
G.	Approval of Minutes
	1. July 19, 2018 Regular Board MeetingPage 3
	2. September 20, 2018 Regular Board Meeting – No Quorum – No Meeting – No Minutes
Н.	Old Business
	1. Staff Report as Required
I.	New Business
	1. Discussion Regarding Proposals to Install Soft Gate Security Camera Project
	2. Consider Resolution No. 2018-08 – Adopting a Fiscal Year 2017/2018 Amended BudgetPage 7
J.	Administrative & Operational Matters
	1. Discussion Regarding Community Security Services Transition to Security Watch Group
	Consider and Approve Security Services Agreement Between District and Security Watch Group Effective August 30, 2018
	3. Discussion Regarding District's November Election Procedures and Declaring Vacancies
	4. Financial Risk Management Policy/Review – 2017/2018 Fiscal Year
	5. Staff Report: As Required
K.	Board Member and Staff Closing Comments
L.	Adjourn

Miami Daily Business Review

Oct. 5, 2018

Miscellaneous Notices

CORONADO COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2018/2019 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Coronado Community Development District (the "District") will hold Regular Meetings in the Islands at Doral Clubhouse Meeting Room located at 8250 NW 112th Court, Doral, Florida 33178 at 6:15 p.m. on the following dates:

October 18, 2018

November 15, 2018

January 17, 2019

February 21, 2019

March 21, 2019

April 18, 2019

May 16, 2019

June 20, 2019

July 18, 2019

September 19, 2019

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

CORONADO COMMUNITY DEVELOPMENT DISTRICT

www.coronadocdd.org 10/5 18-54/0000351219M

RESOLUTION NO. 2018-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORONADO COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") of the Coronado Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 190.006(6), *Florida Statutes*, as soon as practicable after each election or appointment to the Board, the Board shall organize by electing one of its members as chairperson and by electing a secretary, and such other officers as the Board may deem necessary.

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

PASSED, ADOPTED an ATTEST:	od BECOMES EFFECTIVE this 18th day of October, 2018 CORONADO COMMUNITY DEVELOPMENT DISTRICT					
PASSED, ADOPTED an	ad BECOMES EFFECTIVE this <u>18th</u> day of <u>October</u> , 2018					
This Resolution shall become effective immediately upon its adoption.						
	Assistant Secretary					
	Assistant Secretary					
	Assistant Secretary					
	Assistant Secretary					
	Secretary/Treasurer					
	Vice Chairperson					

A. CALL TO ORDER

District Manager Armando Silva called the July 19, 2018, Regular Board Meeting of the Coronado Community Development District to order at 6:27 p.m. in the Islands at Doral Clubhouse Meeting Room #2 located at 8250 NW 112th Court, Doral, Florida 33178.

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 July 9, 2018, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Erwin Santacruz, Vice Chairperson Gladys Huot, and Supervisors Renee Bedoya, Roman Gomez and Digna Cabral constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; and District Counsel Alyssa Willson (attended via conference call) of Hopping Green & Sams, P.A.

Also present was Juana Montes, HOA Manager, Castle Group; Dahiane C. Rondon, Doral, Florida.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Silva requested to add the following item for discussion under Administrative & Operational Matters:

• Consider Resignation and Appointment to Fill Vacancy

The Board acknowledged Mr. Silva's request.

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

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

F. APPROVAL OF MINUTES

1. June 12, 2018, Regular Board Meeting & Public Hearing

Mr. Silva presented the minutes of the June 12, 2018, Regular Board Meeting and Public Hearing and asked if there were any changes and/or corrections. There being no changes, a **motion** was then made by Ms. Cabral, seconded by Mr. Santacruz and unanimously passed to approve the minutes of the June 12, 2018, Regular Board Meeting and Public Hearing, *as presented*.

G. OLD BUSINESS

1. Staff Report: Update Regarding Soft Gate/Security Project

Mr. Silva advised the Board that the revisions to the electrical portion of the 2017 Soft Gate/Security Project (the "2017 Project") final plans have been completed and has been sent to contractors who are interested in bidding for the 2017 Project. Mr. Silva stated that more information regarding this matter will be presented at an upcoming meeting.

2. Staff Report: As Required

There was no Staff Report at this time.

H. NEW BUSINESS

There was no New Business at this time.

Note: At approximately 6:33 p.m., Mr. Roman Gomez entered the meeting and simultaneously excused himself due to a phone call.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Community Security Services - Proposals

Mr. Silva provided the Board with a matrix table that compared the Security Services proposals that where provided by U.S. Security and Security Watch Group LLC. The annual cost for providing security services to the District were as follows;

- U.S. Security \$134,688.72
- Security Watch Group LLC \$138,726.00

Apart from the cost, Mr. Silva highlighted the key differences between both proposals being that Security Watch Group LLC is including a gas powered automobile and the Parking Boss Parking Solutions (\$327 monthly fee – waived) while U.S. Security is including an electric powered golf cart and parking enforcement. A discussion ensued after which;

A **motion** was made by Mr. Santacruz, seconded by Ms. Huot and unanimously passed authorizing District Management to send a thirty (30) day termination letter to Public Safety International, Inc.

Another discussion ensued after which;

A motion was made by Ms. Huot, seconded by Ms. Bedoya and unanimously passed approving the engagement of Security Watch Group LLC to provide security services to

the District; and thereby authorizes District Management to execute a Security Services Agreement on behalf of the District.

2. Add-On: Consider Resignation and Appointment to Fill Vacancy

Mr. Silva advised that he was in possession of a resignation letter from Digna Cabral (Seat #5) with an effective date of July 19, 2018, and that it would be in order for the Board to consider her resignation. A discussion ensued after which a **motion** was made by Ms. Huot, seconded by Mr. Santacruz and unanimously passed to accept the resignation of Digna Cabral with an effective date of July 19, 2018. As a result of Ms. Cabral's resignation, there is now a vacancy in Seat #5.

Mr. Silva then stated that there was a vacancy in Seat #5 and asked if there were any interested persons who would like to serve on the Board of Supervisors ("Board") of the Coronado Community Development District. Ms. Dahiane C. Rondon, a qualified elector (registered voter) of the State of Florida and living within the boundaries of the District, stated that she was interested in serving on the Board. A discussion ensued after which:

A **motion** was made by Mr. Santacruz, seconded by Ms. Bedoya and unanimously passed to *appoint* Ms. Dahiane C. Rondon to serve the unexpired 2-year term of office in Seat #5 and such term of office will expire in November 2018.

Mr. Silva, Notary Public in the State of Florida, administered the Oath of Office to Ms. Rondon. In addition, Mr. Silva reminded Ms. Rondon of her duties and responsibilities as a Board Member with emphasis on the Sunshine Law, Financial Disclosure for Public Officials (2017 Form 1 must be completed and mailed to the Supervisor of Elections in the County of residency within thirty {30} days of appointment) and the Code of Ethics for Public Officials.

3. Staff Report: As Required

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There was no Board Member & Staff Closing Comments at this time.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Santacruz, seconded by Ms. Huot and passed unanimously to adjourn the Regular Board Meeting at 6:49 p.m.

Secretary/Assistant Secretary	Chairperson/Vice Chairperson

RESOLUTION NO. 2018-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORONADO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2017/2018 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Coronado Community Development District ("District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2017/2018 attached hereto as Exhibit "A" is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 18th day of October, 2018.

ATTEST:	CORONADO COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Secretary/Assistant Secre	tary Chairperson/Vice Chairperson

Coronado Community Development District

Amended Final Budget For Fiscal Year 2017/2018 October 1, 2017 - September 30, 2018

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- I AMENDED FINAL OPERATING FUND BUDGET
- II AMENDED FINAL DEBT SERVICE FUND BUDGET

AMENDED FINAL BUDGET

CORONADO COMMUNITY DEVELOPMENT DISTRICT **OPERATING FUND**

FISCAL YEAR 2017/2018 OCTOBER 1, 2017 - SEPTEMBER 30, 2018

REVENUES	FISCAL YEAR 2017/2018 BUDGET 10/1/17 - 9/30/18	AMENDED FINAL BUDGET 10/1/17 - 9/30/18	YEAR TO DATE ACTUAL 10/1/17 - 9/29/18
Administrative Assessments	96,016	96,959	96,959
Maintenance Assessments	104.052	104,052	104.052
Debt Assessments	252,625		
Master Association Contributions	59,550		
Interest Income	180		
TOTAL REVENUES	\$ 512,423	\$ 516,121	\$ 516,110
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	10,000	5,800	5,800
Payroll Taxes	765	444	444
Management	33,924	33,924	33,924
Field Operations Management	900	900	900
Legal	12,000	5,000	3,917
Assessment Roll	3,000		3,000
Audit Fees	3,400	3,400	
Insurance	6.356		
Legal Advertisements	1,800		
Miscellaneous	1,600		1.884
Postage	575	250	241
Office Supplies	800		
Dues & Subscriptions	175	175	
Trustee Fee	4,600	3,165	
Continuing Disclosure Fee	1,000		
Website Management	1,500		
Operating Reserve	9.000		
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 91,395		\$ 65,796
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 91,393	\$ 00,430	\$ 65,796
MAINTENANCE EXPENDITURES			
Security Services	119,100	129,100	117,013
Lake/Aquatic Maintenance/Midgefly Control	4,500	1,800	1,800
Fountain Maintenance/Power-FPL	2,400	1,000	657
Storm Drainage Maintenance (Streets)	4,200	3,750	3,500
Engineering	4,800	1,150	285
Roadway/Street Maintenance (Signage & Markings)	6,600	850	563
Soft Gates & Security Cameras Maintenance	4,800		
Soft Gates Control/Power - FPL	2,500		0
Contingency	4.800		
Maintenance Reserve	4.200		
Security Gate Project	500		
TOTAL MAINTENANCE EXPENDITURES	\$ 158,400		\$ 149,478
TOTAL EXPENDITURES	\$ 249,795	\$ 233,886	\$ 215,274
TOTAL ENGINEERS	2-10,100	200,000	210,274
REVENUES LESS EXPENDITURES	\$ 262,628	\$ 282,235	\$ 300,836
Bond Payments	(239,994)	(241,593)	(241,593)
BALANCE	\$ 22,634	\$ 40,642	\$ 59,243
County Appraiser & Tax Collector Fee	(4,527)	(4,380)	(4,380)
Discounts For Early Payments	(18,107)	(15,396)	(15,396)
EXCESS/ (SHORTFALL)	\$ -	\$ 20,866	\$ 39,467
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 20,866	\$ 39,467

Notes
Carryover From Prior Year Of \$8,325 to be used to reduce Fiscal Year 2018/2019 Assessments.

FUND BALANCE AS OF 9/30/17	\$211,098
FY 2017/2018 ACTIVITY	\$20,866
FUND BALANCE AS OF 9/30/18	\$231,964
	-

AMENDED FINAL BUDGET

CORONADO COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND FISCAL YEAR 2017/2018 OCTOBER 1, 2017 - SEPTEMBER 30, 2018

	FISCAL YEAR	AMENDED	YEAR
	2017/2018	FINAL	TO DATE
	BUDGET	BUDGET	ACTUAL
REVENUES	10/1/17 - 9/30/18	10/1/17 - 9/30/18	10/1/17 - 9/29/18
Interest Income	0	450	446
NAV Tax Collection	239,994	241,593	241,593
Total Revenues	\$ 239,994	\$ 242,043	\$ 242,039
EXPENDITURES			
Principal Payments (2017)	114,000	114,000	114,000
Interest Payments (2017)	125,345	127,963	127,963
Bond Redemption	649	0	0
Total Expenditures	\$ 239,994	\$ 241,963	\$ 241,963
Excess/ (Shortfall)	\$ -	\$ 80	\$ 76

FUND BALANCE AS OF 9/30/17
FY 2017/2017 ACTIVITY
FUND BALANCE AS OF 9/30/18

\$193,691
\$80
\$193,771

<u>Notes</u>

Reserve Fund Balance = \$120,325*. Revenue Fund Balance = \$73,446*.

Revenue Fund Balances To Be Used To Make 11/1/2018 Interest Payment Of \$62,067.

As Of 9/30/2018 - Construction Account Balance = \$237,537.

Fiscal Year 2017/2018 Capital Outlays = \$7,856.

Series 2017 Bond Refunding Information

Original Par Amount =	\$3,399,000	Annual Principal Payments Due:
Interest Rate =	2.125% - 4.25%	May 1st
Issue Date =	April 2017	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 9/30/18 =	\$3,285,000	

^{*} Approximate Amounts

AGREEMENT BETWEEN THE CORONADO COMMUNITY DEVELOPMENT DISTRICT AND SECURITY WATCH GROUP LLC REGARDING THE PROVISION OF SECURITY SERVICES

This	Agreement	("Agreement")	is	made	and	entered	into	this	 day	of
	, 2018	B by and between	:							

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

SECURITY WATCH GROUP LLC, with a mailing address of 15451 S.W. 119 Terrace, Miami, Florida 33196 ("Contractor", together with District the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by Miami-Dade County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide security services for the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide security services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional security services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

- **B.** While providing the Services, the 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 Services.
- C. The Contractor shall provide the Services as shown in Section 3 of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- **D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- **SECTION 3. SCOPE OF SECURITY SERVICES.** The Contractor will provide security services for the District. The duties, obligations, and responsibilities of Contractor are to provide the materials, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- **SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- **A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for 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.
- **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager to act as its representative.
 - (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to

discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

- As compensation for the Services described in this Agreement, the District agrees to pay the Contractor an hourly rate of \$15.75 per hour for regularly scheduled hours. The Parties agree that Contractor shall provide security services a minimum of 168 hours per week on the days and times as determined by the District Manager and provided to Contractor at least ten (10) days prior to the start of the next preceding month. Contractor shall be compensated \$21.00 per hour for any hours worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and any non-scheduled work day with less than seventy two (72) hours advance notice by District. Contractor shall invoice the District monthly for hours of Service pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. The term of this Agreement shall be from September 1, 2018 through September 30, 2019 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement may be extended for additional twelve (12) month periods upon agreement of the parties' hereto in writing and subject to appropriation of funds by the District's Board of Supervisors (via the District's Annual Operating Fund Budget) shall provide the District with the Services identified in Exhibit A.
- **B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, 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, suppliers or laborers, and further require that the Contractor provide an Affidavit relating 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 of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- **D.** The Contractor shall maintain records conforming 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 the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice

date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, 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:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury 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 and its supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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 7. INDEMNIFICATION.

- **A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **B.** Contractor agrees to indemnify, hold harmless, and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed Contractor further agrees that nothing herein shall constitute or be construed as a waiver of liability beyond those contained in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, and equipment purchased by it to perform under this Agreement. The Contractor shall keep the District's property free from any 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 pay or satisfy 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, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. 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/or specific performance. The 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 12. 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 so doing; 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 of this Agreement, or as having in any way modified or waived the same.

SECTION 13. 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 in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age

Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor 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, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and **Exhibit A** hereto, this Agreement shall control.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Coronado Community Development District

2501A Burns Road

Palm Beach Gardens, Florida 33410

Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301

Attn: District Counsel

B. If Contractor: Security Watch Group LLC

15451 S.W. 119 Terrace Miami, Florida 33196

Attn: Christopher Brouwer

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

SECTION 26. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from 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.
- c. 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.
- d. Upon completion of this 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. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FRANCES WARE, C/O SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, TELEPHONE: 561-630-4922, EMAIL: FWARE@SDSINC.ORG

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:	CORONADO COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson/Vice-Chairperson Coronado Community Development District Board of Supervisors
	day of, 2018
WITNESSES:	CONTRACTOR:
	SECURITY WATCH GROUP LLC, a Florida Profit Corporation.
[PRINT NAME OF WITNESS]	By: Title:
[PRINT NAME OF WITNESS]	day of, 2018
STATE OF FLORIDA } ss: COUNTY OF MIAMI-DADE }	
State aforesaid and in the County aforesaid was acknowledged before me by of SECURITY WATCH GROUP LLC, a authority duly vested in him/her by said co	s day, before me, and officer duly authorized in the d to take acknowledgments, the foregoing Agreement, the
WITNESS my hand and official s day of, 2018.	seal in the County and State last aforesaid this
	Notary Public, State of Florida [Signature]
	Name of Notary [Typed, Printed or Stamped] My Commission Expires:

EXHIBIT ASecurity Services Proposal



Security Watch Group LLC

8300 NW 53rd ST Suite# 350

Doral, FL 33166

estefany@securitywatchgroup.com

Phone: (305) 396-9026

Mailing Address: Security Watch Group LLC

15451 SW 119 Terrace

Miami, FL 33196

Security Consultant: Christopher Brouwer

Phone: 954-682-9156

Fax:

Email: chris@securitywatchgroup.com

License Number(s): B1100031

Service Location: Coronado at Doral CDD

c/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, FL 33410

Phone: 305-777-0761 Email: asilva@sdsinc.org Bill To:

Coronado at Doral CDD

c/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, FL 33410

Phone: 305-777-0761 Email: asilva@sdsinc.org Proposal Date: 7/6/2018 Good Through: 8/5/2018

Service Dates:

Start: TBD

End: TBD

Fax: Fax:

									Price Per	
Services:	<u>Mon</u>	<u>Tue</u>	Wed	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Total</u>	<u>Service</u>	<u>Total</u>
Security Officer	24	24	24	24	24	24	24	168	\$ 15.75	\$ 2,646.00
w/ Security Car Included										
Holiday Rate									\$ 21.00	
Parking Boss								Units	\$327.00	COMPLEMENTARY
w/ Unlimited Decals										
								Weekl	v Total	\$ 2.646.00

Management Company:

c/o Special District Services, Inc.

Payment Terms:

Net 15

Price Per Unit: \$ 16.18

Bi-Weekly		\$ 5,292,00
Taxes	0.00%	\$ -
Fuel Surcharge		\$ -
Bi-Weekly Total		\$ 5,292.00

Descrption of Services:

168 hours a Week (1) Security Officers with Body Camera (1) Security Car with Audio & Video Dash Camera 24 hours a Day: This agreement shall remain in full effect for a period of 12 months.

This proposal reflects services including (1) one Security Officer with vehicle 24 hours a day totalling 168 hours a week. The security patrol vehicle will be a marked security car with security lights that includes all maintenance services and fueling. Security officers will monitor property for a variety of site specific violations as well as any lock up and/or distribution of notifications that may be required. Officers will check for lighting deficiencies, maintenance issues, suspicious criminal activity, and conduct parking enforcement. Officers will enforce all parking rules and regulations that have been approved. Also included, is a username and password to our SWG software that grants you access to real time, GPS stamped site arrivals and departures and any other reports submitted by officer when on your site. All officers have required state certification, with additional on the job training with SWG management. Security officers will be uniformed in SWG tactical wear gear to offer a maximum deterrence factor with their presence.

Included with this Proposal:

- One (1) Unarmed Uniformed Security Officer with Body Camera

promise to remit payment based upon the above listed terms. Quoted price good for 30 days.

- One (1) Marked Security Vehicle with Audio & Video Dash Camera & GPS Tracking with insurance, maintenance services, & fueling included
- One (1) Dedicated Site Smart Phone with Digital Reporting Software for: (daily activity reports, incident reports, parking violations, & maintenance reports)
- -Two (2) Site Signs
- -Parking Boss Parking Solutions with Unlimited Decals

These are the dates that holiday rate \$21.00 an hour applies: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

<u>Agreement</u>	Client:	
	_	
By signing this contract you are agreeing to the description of services berein and as listed in the attached "AGREFMENT'S " and	SMC.	

[Client]	("hereinafter	Client")
[,	 (,

AGREEMENT FOR SECURITY SERVICE

1 SERVICES. 1.a Services to Client: Security Watch Group LLC shall provide the following ("Services") to Client The protection of the client's property or life within the established area(s) listed in the task order attached hereto and made a part hereof this agreement, not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached Description of Service. The terms "protection of property", or "Protection of Life" shall in no way be construed to suggest that Security Watch Group LLC is responsible for incidents that occur, which upon acting in good faith, our security guard or sub-contractor performs his or her duties as outlined in this contract and according to Security Watch Group LLC General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that Security Watch Group LLC is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. Security Watch Group LLC employees and sub-contractors will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it. Nothing shall be construed to suggest that Security Watch Group LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement. 1.b The terms "protection of property" shall include the listed property in the Task Order. The duties of the Security Watch Group LLC security guard or sub-contractor regarding the protection of life and or property include and are limited to providing a visible deterrent for crimes against the client or the client's property. The terms are limited to the client and or property of the client, so long as the property and

2 PAYMENT AND INVOICING TERMS. 2.1 Payment for Services: Security Watch Group LLC will be paid as follows: The client shall, upon receiving an invoice from Security Watch Group LLC , make payments in the agreed manner payable to Security Watch Group LLC . Security Watch Group LLC will bill the client at a rate listed above for work actually completed as agreed by the client and Security Watch Group LLC . (a) Invoice will be submitted via email by Security Watch Group LLC for payment by Client. Payment is due upon receipt. If Client has any valid reason for disputing any portion of an invoice, Client will so notify Se curity Watch Group LLC within two days agreed upon by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the invoice that is no t in dispute shall be paid in accordance with the procedures set forth herein. Payment is due net ten (15) days from the date of invoice. The client shall be liable for late payments charges for payments received more than 5 days from due date. Said charge is \$35 a day that invoice is not payed. If your account has any unpaid invoices overdue by more than 10 days you will be notified and Security Watch Group may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

3 CHANGES. Client may, with the approval of Security Watch Group LLC, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or Security Watch Group LLC may be directed to change the direction of the work covered by the description of service, consistent with all applicable laws, but no change will be allowed unless agreed to by Security Watch Group LLC in writing.

4 MISCELLANEOUS. 4.1 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and super sedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Security Wa tch Group LLC respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional servi ces may be added at anytime by request of the client and agreement by Security Watch Group LLC . Such service or services shall be deemed to be consistent with the warranties established herein; Articles 2, 3 and 4 survive the expiration or termination of this agreement for any reason. 4.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have exec uted the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision s hall nevertheless remain in full force and effect in all other circumstances. 4.3 Independent Contractor: Security Watch Group LLC is an independent contractor of Client. 4.4 Assignment: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. 4.5 Non-solicitation of Employees: During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ Security Watch Group LLC personnel, without the prior written consent of Security Watch Group LLC . 4.6 Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. 4.7 Term & Termination: This agreement shall remain in full force and effect as per the details set forth in the Description of Services, if not cancelled by Security Watch Group LLC. Security Watch Group LLC may cancel this Agreement immediately for cause upon 30 days prior written notice cancel this Agreement with or without cause. 4.8 Indemnification: Customer shall defend, indemnify and hold harmless Contractor (including its shareholders, directors, office rs, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Contractor is, was, or at any time be comes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Contractor performing the Services requested by Customer hereunder; and (iii) any injury or damage to Contractor's personnel or property and the personnel and property of any of Contractor's while such are at Customer's facility or while such are performing Services for Customer. 4.9 Client is responsible for any vandalism done to the security car or golf cart. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Client] Print and sign:	Title:	Date:	
Client] Print and sign:	Title:	Date:	
Client] Print and sign:	Title:	Date:	
Security Watch Group LLC] Print and sign:	Title:	Date:	

	///
[Client]	("hereinafter Client")

AGREEMENT FOR PARKING SERVICE

WHEREAS, SECURITY WATCH GROUP LLC, a Florida Limited Liability Corporation is in the business of help controlling parking for property management companies and owners of properties and advising of the need and implementing the logistics of the removal of vessels and vehicles parked in violation of the Building Association's Bylaws, Miami-Dade County Ordinances or, Florida Statutes on residential, and commercial properties in Miami-Dade County, Florida; with domicile for the purposes of this contract in Miami-Dade County, FL, and

WHEREAS, SECURITY WATCH GROUP LLC has agreed to provide authorized representatives (on site) as required by Sec. 30-475 of Miami-Dade County Ordinances so that the contracted towing agency can remove vehicles, and/or vessels; and WHEREAS client listed above, with domicile for the purposes of this contract, desires to retain SECURITY WATCH GROUP LLC, to help fulfill its requirements with the contracted towing agency to have an authorized representative and/or agent at the premises to authorize each and every tow or removal of a vehicle, and/or vessel as long as Miami-Dade County, Florida laws, rules and regulations require such presence; and WHEREAS, client, formally represents that it is a lawfully constituted Board with authority over the premises and it has control and authority to provide notice of violations and forcefully remove vehicles from the following property described to Security Watch Group LLC In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

- 1. SECURITY WATCH GROUP LLC, will be retained for the exclusive purpose of patrolling through such property, controlling the parking and providing an on-site representative, and/or agent for the contracted towing agency to authorize tows and removal of vehicles, and/or vessel and will provide necessary documentation to Security Watch Group LLC for such services. SECURITY WATCH GROUP LLC, and its representatives, and /or agents shall be independent contractors for this purpose of all remuneration to be provided under this agreement.
- 2. SECURITY WATCH GROUP LLC is hereby authorized By above listed client To:
- A) provide personal notice to vehicle owner or authorized person that the vehicle is parking in violation of clients rules and is subject to removal.
- B) authorize removal when the vehicle has been parked without authorization for more than 24 hours, OR
- C) proceed to the immediate removal if the unauthorized parking is prominently posted as provided in Sec. 30 -474(a) of the Miami-Dade Ordinances, or per HOA bylaws and rules. See attached Exhibit A for parking violations to be enforced.
- 3.IT IS THE CLIENTS DUTY TO KEEP SEURITY WATCH GROUP LLC, INFORMED, hereby undertakes the obligation to keep
- SECURITY WATCH GROUP LLC informed of the name, address and contact information of the towing company selected to provide serv ices and provide a copy of the contract entered into with such company. Additionally, the client listed above will keep SECURITY WATCH GROUP LLC informed of any changes in the designation of parking spaces or the permission of new or temporary tenants to park.
- 4. HOLD HARMLESS. Client represents to SECURITY WATCH GROUP LLC that they have the full and complete authority to act on behalf of the client within the terms of this agreement, and that it will defend indemnify and hold harmless SECURITY WATCH GROUP LLC from any claims or damages sought by any individuals or entities as a result of actions taken in compliance with this Agreement. Unless the claims and/o r damages arise from negligence on the part of Security Watch Group, LLC.
- 5. The client may retain other persons or entities to act as authorized representatives for the purpose of authorizing and re moving vehicles, and/or vessels from the properties it manages in Miami-Dade County, Florida.
- 6. INTEGRATED AGREEMENT. This agreement constitutes the entire agreement between the parties and there are no other agreement s, representation or warranties other that set forth herein. This agreement may not be changed, altered and/or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. In the event that the
- parties are required to enforce the terms and conditions of this contract the prevailing party shall be binding upon the parties hereto and their respective successors and assigns.
- 7. This agreement shall be construed and governed in accordance with the laws of the State of Florida, and Miami-Dade County. All of the parties to this agreement have participated fully in the negotiation and preparation hereof; accordingly, this agreement shall not be more strictly construed against any one of the parties hereto. In the event any terms or provision of this agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provisions shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this agreement shall be construed to be in full force and effect.
- 8. SECURITY WATCH GROUP LLC, SHALL NOT BE HELD LIABLE FOR ANY THEFT OR DAMAGE TO ANY VEHICLE, VESSEL, AND/ OR PROPERTY THAT MIGHT OCCUR DURING THE REMOVAL OF ANY VEHICLE, AND/OR VESSEL ON SUCH PROPERTY.
- 9. This agreement shall remain in full effect for a period of 12 months, unless otherwise agreed by both parties in writing. Said contract will automatically renew for another 12 months if not cancelled in accordance with this agreement. Client may terminate this agreement at any time with or without cause upon 90 days written notice to Security Watch Group LLC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Client] Print and sign:	Title:	Date:
[Client] Print and sign:	_ Title:	Date:
[Client] Print and sign:	_Title:	Date:
[Security Watch Group LLC] Print and sign:	_Title:	Date:

References

1. Gardens by the Hammocks HOA, Dolphin Park Commerce III Castle Group: Esther Santamaria, CAM or Patrick Fiore Cell: 786-359-8373 Cell: 786-200-9344 Clubhouse: 305-590-8433

2. Portofino Oaks HOA, Portofino Palms HOA, Stonebrook II First Service Residential: Jesus Lorenzo

Cell: 305-632-6329 Office: 305-255-3000

3. Cypress Club of Kendall Condo, Olympian West Condo, Century Gardens HOA, Riverside Villas at Biscayne National Park HOA, Evergreen HOA

FPMS- Florida Management Property Solutions: Natalie Cedeno

CAM or Lidi De La Rosa Office: 786-718-1622



ACORD CERTIFICATE OF LIABILITY INSURANCE								06/25/2018		
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	Paim Beach Gardens,	2 220		2		1. Wage	CORD CORPORATION.		(DGH	

FINANCIAL RISK MANAGEMENT POLICY

(Fiscal Year 2017/2018)

Special District Services, Inc. ("SDS, Inc."), acting in the capacity of District Manager, as part of good management practices and to satisfy annual audit requirements does implement certain measures and procedures to identify and mitigate financial mismanagement/fraud risks, as follows:

- **a**. Each month the District's operating/checking bank account is reconciled by an authorized person who has not deposited funds to, processed expenditures or written checks from, that particular operating/checking account; and
- **b.** Each expenditure from the District's operating/checking account requires a minimum of two (2) approvals from authorized staff and/or District officials and the respective approvals are provided by persons other than the preparer of the expenditure(s); and
- **c**. All financial transactions are logged and maintained by the District Manager for record keeping purposes; and
- **d**. A designated member of the Board (by an electronic approval procedure) has an opportunity to review the District's expenditure(s) prior to the payment(s) being released; and
- **e**. The District engages an independent firm, pursuant to Chapter 218.391, Florida Statutes, to audit the prior year's financial activities (October 1st through September 30th) from which an independent fiscal year annual audit is prepared; and
- **f.** Within sixty (60) days of the end of each fiscal year (September 30th) the District's Board of Supervisors reviews, pursuant to Chapter 189.418(5), Florida Statutes, the prior year's budget relative to actual revenues and expenditures and adopts by resolution an amended/revised final budget.
