

Montecito Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817

Phone: 407-723-5900; Fax: 407-723-5901

www.montecitocdd.org

The meeting of the Montecito Community Development District Board of Supervisors will be held on **October 28, 2024, at 9:30 a.m.** at **Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida, 32937**. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Conference Call: 1-844-621-3956

Meeting number (access code): 2538 286 6774

Join online: <https://pfmcdd.webex.com/meet/ripollv>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- **Call to Order**
- **Roll Call**
- **Adding or Deletions to Agenda**
- **Public Comment Period** (*where members of the public desiring to speak on a specific agenda item may address the Board, limited to 3 minutes per person*)

Approval of Consent Agenda Item

1. Consideration of the Minutes of the September 11, 2024, Board of Supervisors' Meeting

Old Business Matters

2. Status of Consumptive Use Permit (CUP) Compliance
3. Status of Parcel Conveyance – Final 11 Parcels from Montecito CDD Holdings
4. Status of Clubhouse Facility Use Agreement by HOAs Executed

New Business Matters

5. Consideration of **Resolution 2025- 01**, Adopting the Annual meeting Schedule for Fiscal Year 2024-2025
6. Consideration of **Resolution 2025-02**, Appointing District Manager, Assessment Consultant, and Investment Representative
 - Ratifying District Management Agreement
7. Consideration of **Resolution 2025-03**, Authorizing to Establish Checking Account
8. Consideration of **Resolution 2025-04**, Adopting Internal Controls Policy
9. Consideration of **Resolution 2025-05**, Adopting Investment Guidelines



10. Consideration of **Resolution 2025-06**, Appointing District Officers
11. Consideration of **Resolution 2025-07**, Designating the Authorized Signatories
12. Consideration of **Resolution 2025-08**, Designating Primary Administrative Office
13. Consideration of **Resolution 2025-09**, Changing Registered Agent & Office
14. Consideration of **Resolution 2025-10**, Confirming Local District Office
15. Discussion pertaining to request from Brevard County Natural Resources Management Pilot Program

Staff Reports

- District Counsel
- District Engineer
- District Manager
 - Designation of Public Records Custodian and Management Liaison Officer
- General Manager
 - General Manager's Report
 - Review and Consideration of Hoover Pumping Systems Preventative Maintenance Agreement
 - Review and Consideration of Brown Fitness Services, LLC Proposal

Vendor Report

- Landscape and Irrigation Report
 - Review of ProGreen Services LLC Proposals

Supervisor Requests & Comments

Announcement of Next Scheduled Board Meeting

Adjournment



Montecito Community Development District

Consent Agenda



Montecito Community Development District

Consideration of the Minutes of the September 11,
2024, Board of Supervisors' Meeting



**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 11, 2024**

A. CALL TO ORDER

The September 11, 2024, Regular Board Meeting of the Montecito Community Development District (the “District”) was called to order at 9:30 a.m. at 208 Montecito Drive, Satellite Beach, Florida 32937.

Mr. Sakuma asked for a moment of silence in observance of September 11th.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Florida Today* on September 29, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Catherine LeCesne, Ed Henson, Eric Smith, Rich Wellman, and Tanja Glynn.

Also in attendance were District Managers Frank Sakuma and Stephanie Brown of Special District Services, Inc.; Attorney Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. (via Zoom); Engineer Stef Matthes of Culpepper & Terpening (via Zoom) and Kisha Wagner and Lea Stokes of Vesta Property Services, Vivian Carvalho, Venessa Ripoll, Jasmin Barone, and Gazmin Kerr of PFM Group Consulting, LLC.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Sakuma asked for the following items to be added to the agenda:

- Consideration of VGlobalTech Proposal
- Consideration of Resolution No. 2024-10 Adoption of Goals and Objectives
- Regular Meeting Schedule Notice
- Discussion of District Counsel Contract

There were no further additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC RELATED TO AGENDA ITEMS

James Bourdeau (137 Clemente Drive) stated that the Montecito HOA’s approve of the Rental Agreement Proposal with the exception of the inclusion of the property damage insurance requirement.

Carolyn Caos (305 Point Lobos Drive) made a request to the Board to waive the rental fee for a resident event (deposit will be covered).

Mark Nehiba (284 Point Lobos Drive) agreed with Mr. Bourdeau regarding the Rental Agreement Proposal.

Betsy Vincent (67 Redondo Drive) agreed with Mr. Bourdeau regarding the Rental Agreement Proposal.

Paul and Elizabeth Talbert (174 Redondo Drive) voiced their concern about the landscaping conditions around their townhome.

F. APPROVAL OF CONSENT MINUTES

1. August 12, 2024, Regular Board Meeting Minutes

A **motion** was made by Ms. LeCesne, seconded by Mr. Wellman, and passed unanimously to approve the August 12, 2024, Regular Board Meeting minutes, as presented.

G. LANDSCAPING AND IRRIGATION REPORTS

1. ProGreen

Mr. Sakuma announced the report was included in the Board package. Rusty Kahue from ProGreen was in the audience to answer questions from the Board. Mr. Henson voiced his concerns about the lack of proper landscaping maintenance (edging, blowing, etc.). Ms. LeCesne voiced her concerns about shortages in landscaping staff effecting maintenance and having a landscaping and irrigation phased plan to budget costs. Mr. Kahue responded that ProGreen was working on staffing/service solutions and creating a plan for the entire community could become costly.

The Board considered the following items:

- ProGreen Proposal #7176

After Board discussion, Ms. LeCesne made a **motion**, seconded by Mr. Henson, approving ProGreen Proposal #7176, Tree Care (removal of dead Royal Palm) in the amount of \$1,700. The **motion** passed unanimously.

H. OLD BUSINESS

1. Status of Consumptive Use Permit (CUP) Compliance

District Engineer Stef Mathes notified the Board that pumping was in compliance, and he was still in the process of trying to locate a vendor to perform proper water testing.

2. Status of Parcel Conveyance- Final 11 Parcels from Montecito CDD Holdings

Ms. Stoker notified the Board of an operating and maintenance issue that will need to be resolved, but the conveyance is close to being completed. District Engineer Stef Mathes stated that he still needs signed and sealed As-Built Surveys.

3. Montecito Clubhouse Facility Use Agreement by HOAs

After Board discussion, Ms. Glynn made a **motion**, seconded by Mr. Henson, approving the Montecito Clubhouse Facility Use Agreement as presented. The **motion** passed unanimously.

I. NEW BUSINESS

1. Consider Approval of Second Amendment & Extension to General Operations & Facilities

Mr. Wellman voiced his concern about the management fee being too high in relation to the services being provided.

After Board discussion, Mr. Smith made a **motion**, seconded by Ms. Glynn, approving the Second Amendment & Extension to General Operations & Facilities Management Agreement. The **motion** passed 4-1 with Mr. Wellman dissenting.

2. Consider Approval of Proposal to Repair/Update Pedestrian Gates

This item was tabled until the next Regular Board Meeting. General Manager Kisha Wagner will meet with Secure Fence and Rail to discuss the invoice price and scope of work to see what items are necessary.

3. Consider Approval of VGlobaltech Proposal

Mr. LeCesne made a **motion**, seconded by Mr. Wellman, approving the VGlobaltech Proposal for website services. The **motion** passed unanimously.

4. Consider Resolution 2024-10 Adopting Goals and Objectives

Resolution 2024-10 was presented entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Glynn made a **motion**, seconded by Ms. LeCesne, to adopt Resolution 2024-10 Goals and Objectives as presented. The **motion** passed unanimously.

5. Regular Board Meeting Notice

Mr. Smith made a **motion**, seconded by Ms. LeCesne, directing staff to publish notice the October 16, 2024, Regular Board Meeting. The **motion** passed unanimously.

6. Discussion of District Counsel

Mr. LeCesne voiced her concern with legal expenses being over budget for FY 23/24. She also voiced her concern over District Counsel Michael Pawelczyk's lack of communication, initiative, and delays of certain projects (conveyance of final 11 parcels). Ms. LeCesne suggested acquiring a new firm for District Counsel and stated that she has a proposal from Kutak Rock, LLP. Ms. Glynn responded that she was satisfied with Mr. Pawelczyk's service and long standing with the District, and it would be too much transition at this time, due to having new District Management Company and General Management. Mr. Wellman agreed with Ms. Glynn. Mr. Smith responded that he was not opposed to changing District Counsel if it were necessary and suggested deferring the decision until the next Board Meeting when Mr. Pawelczyk could be present. Ms. Smoker stated that she would notify Mr. Pawelczyk of the discussion and that Board members could schedule individual meetings with Mr. Pawelczyk if they have any questions or concerns.

Consensus of the Board was to table/defer this item until the next Regular Board Meeting.

J GENERAL MANAGER'S REPORT AND RELATED BUSINESS ITEMS

1. General Manager's Report

The General Manager's Report was provided in the Board package. Ms. Wagner was present to answer any questions. Ms. Wagner notified the Board that the Playground was in bad condition and in need of repair/replacement. She also presented the FL Custom Aquatic quote for the fountain replacement.

Consensus of the Board directing staff to get proposals for the Playground repair/replacement.

Mr. Smith made a **motion**, seconded by Ms. LeCesne approving the closure of the Playground until it is repaired or deemed safe to use. The **motion** passed unanimously.

Mr. Henson made a **motion**, seconded by Ms. Glynn, approving Estimate #1286 in the amount of \$14,302.97 from FL Custom Aquatic LLC for the fountain replacement. The **motion** passed unanimously.

2. Homeowner Requests

Carolyn Caos (305 Point Lobos Drive) made a request to the Board to waive the rental fee for a resident event (deposit will be covered).

Ms. LeCesne made a **motion**, seconded by Mr. Smith, to approve waiving the rental fee for the October 13, 2024, Community Event being hosted by the Single-Family HOA, subject to paying the security deposit. The **motion** passed unanimously.

3. Supervisor Requests

There were no Supervisor requests.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Attorney Liza Smoker reminded the Board to complete their ethics training by December 31, 2024.

2. Engineer Report

There was no Engineer's Report.

3. Manager's Report

a. Financials

Mr. Sakuma advised that the financial report was included in the Board package. There were no questions from the Board.

L. BOARD MEMBERS REQUESTS

Mr. Wellman voiced his concern with the quality of the landscaping services.

Ms. Glynn voiced her concern about landscaping services but stated that ProGreen had been good with communication and follow-up.

Mr. Henson discussed the irrigation map and notified the Board that his neighbor requested the bushes/shrubs surrounding his AC unit be cut down, but it was not completed.

General Manager Kisha Wagner discussed issues with some of her interactions with residents and requested that residents take a less aggressive and hostile approach when speaking with vendors and staff.

M. COMMENTS FROM THE AUDIENCE

Paul and Elizabeth Talbert (174 Redondo Drive) voiced their disapproval of ProGreen's landscaping services and suggested seeking a new landscaping vendor.

James Bourdeau (137 Pimente Drive) stated synchronizing the fountains with the lights would assist with some of the fountain issues.

N. ANNOUNCEMENT OF NEXT SCHEDULED BOARD MEETING

Mr. Sakuma announced that the next scheduled meeting was October 9, 2024, at 9:30 a.m.

O. ADJOURNMENT

There being no further business to come before the Board, Ms. LeCesne made a **motion**, seconded by Mr. Henson, adjourning the meeting at 12:47 p.m. The meeting adjourned without objection.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

Montecito Community Development District

Status of Consumptive Use Permit (CUP) Compliance



Montecito Community Development District

Status of Parcel Conveyance – Final 11 Parcels from
Montecito CDD Holdings



Montecito Community Development District

Status of Clubhouse Facility Use Agreement by HOAs
Executed



**Montecito
Community Development District**

Resolution 2025- 01, Adopting the Annual meeting
Schedule for Fiscal Year 2024-2025



RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE MONTECITO COMMUNITY DEVELOPMENT
DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2024-2025**

WHEREAS, the Montecito Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida *Statutes*; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, the Board has proposed the Fiscal Year 2024-2025 annual meeting schedule as attached in **Exhibit A**;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD
OF THE MONTECITO COMMUNITY DEVELOPMENT
DISTRICT**

1. The Fiscal Year 2024-2025 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 28th DAY OF OCTOBER 2024.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Montecito Community Development District

Resolution 2025-02, Appointing District Manager,
Assessment Consultant, and Investment Representative

- Ratifying District Management Agreement



RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL DISCLOSURE COORDINATOR; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Brevard County, Florida; and

WHEREAS, pursuant to Section 190.007(1), *Florida Statutes*, the Board of Supervisors of the District (the “Board”) desires to employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Financial Disclosure Coordinator to create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, the Board of Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District; and

WHEREAS, the Board desires to appoint a District Manager, Financial Disclosure Coordinator, and to provide compensation for their services.

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

SECTION 1. PFM Group Consulting LLC, is appointed as District Manager, and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

SECTION 2. This authorization shall be continuing in nature until revoked by the District.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28TH day of October, 2024.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Manager Fee Agreement

DISTRICT MANAGEMENT

This District Management Agreement (this "Agreement"), made and entered into this 1st day of October 2024 (the "Effective Date") by and between **Montecito Community Development District** ("DISTRICT") and **PFM Group Consulting LLC** (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:
Montecito Community Development District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager

With A Copy To:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301
Attention: District Counsel
Michael J. Pawelczyk, Esq.

MANAGER:

PFM Group Consulting LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: Jennifer Walden

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Venessa Ripoll, District Manager
- Vivian Carvalho, Senior District Manager

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not participate, in any manner, in the initial offering for the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability; Indemnification

To the extent not referenced herein, MANAGER shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services which are not under the control or supervision of the MANAGER.

DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the MANAGER, the DISTRICT agrees to indemnify, defend, and hold harmless the MANAGER and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that MANAGER may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the DISTRICT. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the MANAGER may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

MANAGER INDEMNIFICATION. The MANAGER agrees to indemnify, defend, and hold harmless the DISTRICT and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the DISTRICT may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the MANAGER. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the DISTRICT may be entitled and shall continue after the MANAGER has ceased to be engaged under this Agreement.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement 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.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the

MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT;

and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Montecito Community Development District

Sign: 
Print Name: C. LEVESNE
Title: CHAIR

PFM Group Consulting LLC


Jennifer Walden, Senior District Manager

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, contract administration, coordination, and administration of various professional service elements.

The Manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

The Manager shall provide, maintain, and operate a fully-functional integrated ticket system for the community to report issues.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Furthermore, the Manager will adhere to the Prompt Payment Act as it pertains to processing invoices of the vendors and contractors providing services to the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

The Manager shall provide a 5-year Capital Plan for the District on an annual basis utilizing the District's most recent Reserve Study. The Plan shall be presented to the Board at least once a year prior to or at the time of the Proposed Budget is presented to the Board or upon Board request.

The Manager shall include reserve balances as part of the monthly financial statement reporting.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Disclosure

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

EXHIBIT B

COMPENSATION FOR SERVICES

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT's approved budget.

<i>Montecito CDD *</i>	<i>Annual Fee</i>
Management/ Accounting/ Administrative	\$50,000
<i>Debt Issue Services</i>	<i>Annual Fee (per series)</i>
Assessment Administration	\$3,500
Disclosure Services	\$1,500
<i>Additional Services**</i>	<i>Cost of Issuance (per series)</i>
District Management Services Cost of Issuance	\$10,000
Disclosure Services Cost of Issuance	\$1,500

* Maximum of 12 District public meetings per year and includes travel expenses.

**Additional Services – District Management Services Cost of Issuance. This fee is applicable for any bond issue and subsequent issue at closing as part of the Cost of Issuance Cost. This fee is not related to the Operating & Maintenance Budget for the District.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

EXHIBIT C

INSURANCE

PFM Group Consulting LLC (“PFM”) acting as MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

PFM Group Consulting LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ \$5 million aggregate.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
General Liability \$0
Professional (E&O)/ Cyber Liability \$250,000
Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
.....Great American Fidelity Insurance Co; (A+: Stable)
Crime.....Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability.AIG Specialty Insurance Company (A; Stable)
General Liability.The Continental Insurance Company; (A Stable)
Automobile Liability.....The Continental Insurance Company; (A Stable)
Excess /Umbrella Liability.....The Continental Insurance Company; (A Stable)
Workers Compensation.....The Continental Insurance Company; (A Stable)
& Employers Liability

**Montecito
Community Development District**

Resolution 2025-03, Authorizing to Establish Checking
Account



RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT DIRECTING PFM GROUP CONSULTING LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT _____ FOR THE DISTRICT AND APPOINT

AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Laws of Florida, and situated within Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to establish a local bank account for the District and appoint _____ as signors on the account.

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

Section 1. PFM Group Consulting LLC is directed to establish a local bank account at _____ for the District.

Section 2. _____ shall be appointed as signors on the account.

Section 3. This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of October 2024

ATTEST:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Montecito
Community Development District**

Resolution 2025-04, Adopting Internal Controls Policy



RESOLUTION 2025-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Brevard, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2024.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT "A"

MONTECITO COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Montecito Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements,

theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

- 5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

- 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
 - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
 - 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
 - 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
 - 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
 - 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
 - 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
 - 5.1.1.7. Retaining and restricting access to sensitive documents.
 - 5.1.1.8. Performing regular electronic data backups.
- 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:
 - 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
 - 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
 - 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
 - 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
 - 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
 - 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management

shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*
Effective date: _____, 2024

Montecito Community Development District

Resolution 2025-05, Adopting Investment Guidelines



RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Laws of Florida, being situated within Brevard County, Florida; and

WHEREAS, the District’s Board of Supervisors (the “Board”) is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

WHEREAS, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- A.** The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- B.** Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- C.** Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, *Florida Statutes*.
- D.** Direct obligations of the U.S. Treasury.

SECTION 2. Securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of October, 2024.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Montecito
Community Development District**

Resolution 2025-06, Appointing District Officers



RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the MONTECITO COMMUNITY DEVELOPMENT DISTRICT (hereinafter 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 of Supervisors (the "Board"), the Board shall organize by electing one of its members as chair 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 MONTECITO COMMUNITY DEVELOPMENT DISTRICT:

- Section 1. Catherine LeCesne is elected Chairperson.
- Section 2. Ed Henson is elected Vice Chairperson.
- Section 3. Venessa Ripoll is elected Secretary.
 Tanja Glynn is elected Assistant Secretary.
 Rich Wellman is elected Assistant Secretary.
 Eric C. Smith is elected Assistant Secretary.
 Vivian Carvalho is elected Assistant Secretary.
- Section 4. Jennifer Glasgow is elected Treasurer.
- Section 5. Amanda Lane is elected Assistant Treasurer.
 Rick Montejano is elected Assistant Treasurer.
 Amy Champagne is elected Assistant Treasurer.
- Section 6. All resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 28th DAY of OCTOBER 2024.

ATTEST: **MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Montecito Community Development District

Resolution 2025-07, Designating the Authorized
Signatories



RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT DIRECTING PFM GROUP CONSULTING, LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT _____ FOR THE DISTRICT AND APPOINT _____ AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2020-191, Laws of Florida, being situated within Brevard, Florida; and

WHEREAS, the District's Board of Supervisors desires to establish a local bank account for the District and appoint _____ and _____ as signors on the account.

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

SECTION 1. PFM Group Consulting, LLC, is directed to establish a local bank account at _____ for the District.

SECTION 2. _____ and _____ shall be appointed as signors on the account.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of October 2024.

ATTEST:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Montecito
Community Development District**

Resolution 2025-08, Designating Primary Administrative
Office



RESOLUTION 2025-08

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2020-191, Laws of Florida, and situated within Brevard, Florida; and

WHEREAS, the District desires to re-designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 208 Montecito Drive, Satellite Beach, Florida, 32937., within Brevard, Florida.

SECTION 3. The District’s local records office shall be located at 208 Montecito Drive, Satellite Beach, Florida, 32937.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28th day of October 2024.

ATTEST:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Montecito
Community Development District**

Resolution 2025-09, Changing Registered Agent & Office



RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Brevard County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. _____ is hereby designated as the Registered Agent for the Montecito Community Development District.

SECTION 2. The District’s Registered Office shall be located at the office of _____.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Brevard County and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 28th day of October 2024.

ATTEST:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**Montecito
Community Development District**

Resolution 2025-10, Confirming Local District Office



RESOLUTION 2025-10

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Montecito Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Brevard County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, Florida Statutes; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006 (7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 3501 Quadrangle Boulevard, Suite 270., Orlando, Florida 32817.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located within Brevard County, Florida.

SECTION 3. The District’s local records office shall be located at 208 Montecito Drive, Satellite Beach, Florida, 32937.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28th day of October, 2024.

ATTEST:

**MONTECITO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Montecito Community Development District

Discussion pertaining to request from Brevard County
Natural Resources Management Pilot Program



Montecito Community Development District

Staff Reports





Engaging Homeowner Associations as Citizen Scientists to Improve Stormwater Pond Management

Melanie Howarter, Assoc. Env. Specialist
Save Our Indian River Lagoon Program



Photo credit: NRMD



Volunteers assisting with planting aquatic vegetation to improve the littoral zone of the stormwater pond. (Credit: Shawn Malta)



SOIRL Project # 246: Stormwater Best Management Practice Maintenance Education

- Funded within the **education** section of the 2024 Plan Update

Save Our Indian River Lagoon Project Plan 2024 Update for Brevard County, Florida



- **Grant Funding:**
 - **IRL NEP** (Awarded; \$33,250)



- **NFWF** (*Pending*; \$45,058)



Stormwater Pollution – A Source of Nutrient Pollution in the IRL

In Brevard, approx. 35% of nutrient pollution reaching the Lagoon each year is conveyed by **Stormwater**



Well-managed Stormwater Ponds Benefit the Lagoon

An optimally sized and properly maintained **wet detention pond (Stormwater pond)**

can remove 35-40% of nitrogen and up to 75% of phosphorus



Poor Pond Maintenance is not good for the Lagoon

Poor pond maintenance practices

decrease nutrient removal rates, or worse, release nutrients downstream to waterbodies



Educating and Engaging HOA volunteers to improve stormwater pond management

Nearly ½ of the estimated 4,400 stormwater ponds in Brevard County are managed by HOAs

This program will:

- Educate, train, and empower HOA volunteers to implement BMPs and improve stormwater pond maintenance/management
- Increase awareness and engagement in IRL issues





2.) Citizen Science: Water Quality Monitoring



Partnering with **Ernesto Lasso De La Vega**
(Lee County Hyacinth Control District)



• Short-Mid-term Benefits:

- support educational objectives
- identify water quality issues
- detect trends/monitor water quality changes over time
- evaluate effectiveness of BMPs
- quantify nutrient reductions

• Long-term Benefits:

- A comprehensive stormwater pond water quality database
 - detect trends
 - guide decision-making
 - evaluate effectiveness of BMPs
 - quantify nutrient reductions to the Lagoon and better understand impacts

3.) Identifying & Implementing BMPs – Vegetated Buffer & Littoral Zones

Benefits of Vegetated Buffer & Littoral Zone:

- filters sediment
- decreases soil erosion
- secures the bank
- allows for additional nutrient removal
- increases aesthetic value and wildlife habitat value

*Creating a 10-foot-wide low-maintenance buffer zone of unmowed grasses has the potential to remove about **25%** of the TN and TP entering the pond*



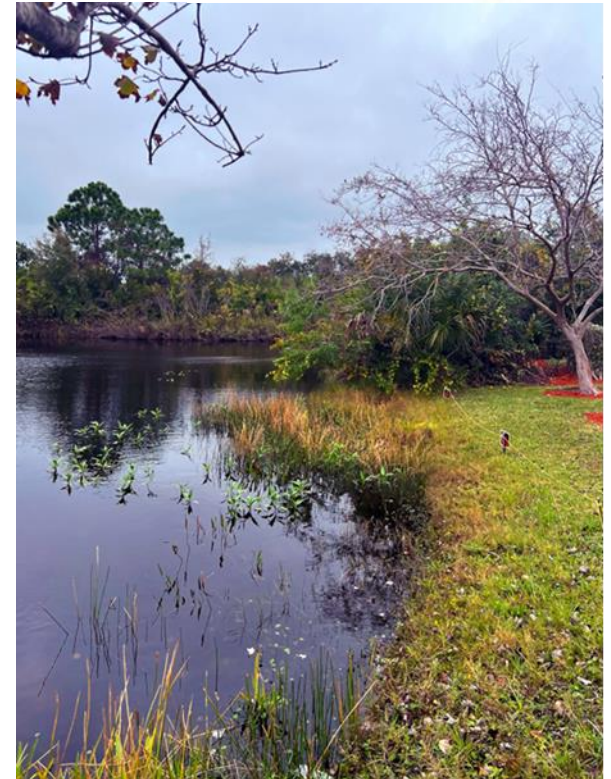
Clubhouse Park, Viera



Before photograph showing the littoral zone of the pond before planting. (Credit: Raleigh Berry)



Volunteers assisting with planting aquatic vegetation to improve the littoral zone of the stormwater pond. (Credit: Shawn Malta)



After photograph showing the improved littoral zone with thriving vegetation that was planted by volunteers. (Credit: Raleigh Berry)

Long-term Goal: Expand to include more HOAs

Lessons learned from this pilot program will guide the expansion of the program to reach more HOAs and potentially additional stakeholder groups





Interested in joining the Pilot Program?

- Are you an HOA within the IRL watershed that manages at least 1 stormwater pond?
- Interested in learning about stormwater pond management and implementing best management practices for your pond(s)?
- Can you commit volunteer hours to attend workshops, trainings, monthly water quality sampling, and pond maintenance workdays?
- Email: IRLProject@BrevardFl.gov
- Call: **321-633-2016**



**AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE IRL
COUNCIL AND BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
FOR “DEVELOPING A CITIZEN SCIENCE/OUTREACH PROGRAM FOR
HOMEOWNERS ASSOCIATIONS (HOAS) TO IMPROVE STORMWATER
POND MANAGEMENT AND REDUCE STORMWATER INPUTS TO THE
INDIAN RIVER LAGOON (IRL)”**

THIS AGREEMENT (“Agreement”) is entered into between the IRL COUNCIL (“the Council”), whose address is 1235 Main Street, Sebastian, Florida 32958, and BREVARD COUNTY (hereinafter, also known as, SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL), BREVARD COUNTY NATURAL RESOURCES MANAGEMENT), whose address is 2725 Judge Fran Jamieson Way, Bldg. A-219 Viera, FL 32940 (“Recipient”). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter “the Project”):

Project description: This pilot project will 1.) develop an education outreach and citizen science water quality monitoring program for HOAs to improve stormwater pond management, 2.) help HOAs identify and implement BMPs that will improve stormwater pond function and reduce stormwater pollution in the IRL, 3.) help citizens recognize and appreciate their role in the larger, ongoing efforts to improve the health and resilience of the IRL and 4.) develop metrics to evaluate the effectiveness of the pilot program and strategize the most effective way to expand the program to include additional HOAs within the IRL watershed.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2025 (“Completion Date”). Recipient shall not

commence the Project until any required submittals are received and approved. Recipient shall commence performance on October 1, 2024 and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately thirty-nine percent (39%) of the total cost of the Project, but in no event shall the Council cost-share exceed \$33,250. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) **In-Kind Services.** Recipient agrees to provide \$51,484 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation of \$51,484.
5. **PAYMENT OF INVOICES**
- (a) **Submission of Invoices.** Within 30 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31), Recipient shall submit an itemized invoice for the reimbursable expenses incurred during the previous quarter by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to kolodny@irlcouncil.org. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2024, Recipient shall

be reimbursed for approximately thirty-nine percent (39%) of approved costs or the not-to-exceed sum of \$33,250, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

- (b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable.
- (f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount

during any fiscal year, Recipient shall promptly notify the Council's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the Council to receive this request is August 1 of the then-current fiscal year. The Council may in its sole discretion prepare a Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** To the extent permitted by law, each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained in this Agreement shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL

Kirsten Ayres-Guerra, Project Manager
IRL Council
1235 Main Street
Sebastian, FL 32958
(904) 755-2115
E-mail: ayres@irlcouncil.org

RECIPIENT

Melanie Howarter, Project Manager
Brevard County
2725 Judge Fran Jamieson Way, Bldg. A-219
Viera, FL 32940
321-633-2016 x5-8418 (office)
E-mail: Melanie.Howarter@brevardfl.gov

- (b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may also issue a Council Supplemental Instruction (CSI) form, Attachment B, to authorize minor

adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the CSI. A CSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING

- (a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

- 10. TERMINATION.** The IRL Council may terminate this Agreement without cause upon 10 days written notice. In such event Recipient shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

ADDITIONAL PROVISIONS (Alphabetical)

- 11. ASSIGNMENT; SUCCESSORS AND ASSIGNS.** Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors. The Council and the Recipient each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

12. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
 - (c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.
- 13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING:** As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.
- 15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.
- 16. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
- 17. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT.** The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified or otherwise altered, except by written instrument executed by the parties hereto.
- 18. **E-VERIFY.** Pursuant to Section 448.095(5), Florida Statutes, the Recipient shall:
 - (a) Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Council terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.

20. FLORIDA SINGLE AUDIT ACT

- (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the Council through a project or program that is funded, in whole or in part, through state financial assistance to the Council. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., University's resources obtained from other than State entities).

- (b) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (c) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid

that is not authorized to be retained for direct program costs in a subsequent period must be returned to the Council.

- (d) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Statement of Work.
- (e) **Financial Reporting.** Recipient shall provide the Council with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: IRL Council, Mr. Daniel Kolodny, Chief Operating Officer, 1235 Main Street, Sebastian, FL 32958. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.
- (f) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by Council staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the Council to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council's Independent Financial Auditor or the state Chief Financial Officer or Auditor General.
- (g) **Examination of Records.** In addition to the Council's audit rights otherwise provided for herein, Recipient shall permit the Council or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (h) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Council, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the Council.

21. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDIES. This Agreement shall be construed according to the laws of Florida and

shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

22. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and employees.
23. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
24. **NON-LOBBYING.** Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
25. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
26. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
27. **PUBLIC RECORDS.**
 - (a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the

other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

- (b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 742-2858, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**
- (c) Recipient shall keep and maintain public records required by the Council to perform the Project.
- (d) Upon request from the Council's custodian of public records, Recipient shall provide the Council 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, Fla. Stat. or as otherwise provided by law.
- (e) Recipient shall 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 contract if the contractor does not transfer the records to the Council.
- (f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.

28. **SCRUTINIZED COMPANIES.** Recipient certifies that its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Council may immediately terminate this Agreement at its sole option if the Recipient or any of its subcontractors are found to have submitted a false certification; or if any of the Recipient's subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in the boycott of Israel during the term of this Agreement.

The Recipient agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Recipient agrees that the certifications in this section shall be effective and relied upon by the Council for the term of this Agreement, including any and all renewals. The Recipient agrees that if any of its subcontractors' status changes in regards to any certification herein, the Recipient shall immediately notify the Council of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

29. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its

information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

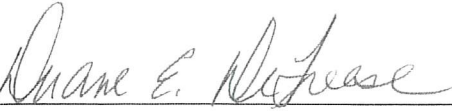
30. SEVERABILITY; SURVIVABILITY; WAIVER

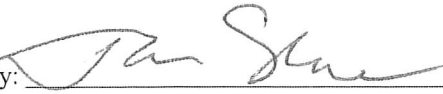
- (a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.
- (b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.
- (c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Duane E. De Freese, Ph.D., Executive Director

By: 
Jason Steele, Chair

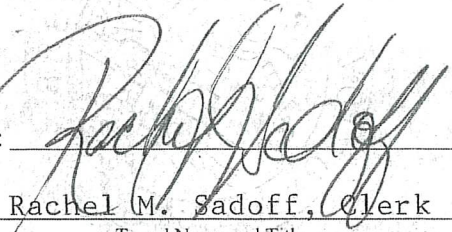
As approved by the Board on September 17, 2024

Date: 9/20/2024

Date: SEP 17 2024

APPROVED AS TO FORM


Glen J. Torcivia, IRL Council General Counsel

Attest: 
Rachel M. Sadoff, Clerk
Typed Name and Title

ATTACHMENTS

- Attachment A – Statement of Work
- Attachment B – Council Supplemental Instruction Form
- Attachment C – Human Trafficking Affidavit
- Attachment D – Volunteer Release of Liability and Sign-up Sheets
- Attachment E – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

Cost-share: Agency general
Last updated: 8/10/24

ATTACHMENT A – STATEMENT OF WORK

I. NAME OF PROJECT:

Save Our Indian River Lagoon – Citizen Science Stormwater Pond Monitoring and Maintenance Pilot Program

- II. **INTRODUCTION/BACKGROUND:** Decades of nutrient pollution have contributed to algal blooms and poor water quality that have threatened the health and resilience of the Indian River Lagoon (IRL). In Brevard County, approximately 35% of the nutrient pollution reaching the IRL each year is conveyed by stormwater. An optimally sized and properly maintained wet detention pond (stormwater pond) can remove 35-40% of nitrogen and up to 75% of phosphorus. Citizen implementation of best management practices (BMPs) can relieve some of the strain on neighborhood ponds by reducing both the amount of stormwater runoff and the nutrient and pollution loads entering ponds. Additional pond improvements, like creating a 10-foot-wide, low maintenance buffer zone of un-mowed grasses have the potential to remove about 25% of the total nitrogen and total phosphorus before it enters the pond.

Nearly half of the estimated 4,400 stormwater ponds in Brevard County are managed by Homeowners Associations (HOAs). This Save Our Indian River Lagoon Program (SOIRL) Pilot Program will partner with HOA members to reduce stormwater pollution in the IRL and increase citizen engagement in Lagoon issues by 1.) developing a citizen science stormwater pond water quality monitoring program and database to better understand and monitor water quality and nutrient levels/reductions in stormwater ponds, 2.) using community-based social marketing tools to develop an education campaign that will increase citizen implementation of stormwater BMPs, improve HOA stormwater pond maintenance, and encourage improvements to the ponds' vegetated buffer and littoral zones, and 4.) evaluating the results from the Pilot Program to develop strategies to improve and expand the program to include additional HOAs/stakeholders and stormwater ponds.

III. VALUE PROPOSITION

A primary goal of this SOIRL Pilot Program is to educate and empower HOA members to maintain healthy ponds for a healthy Lagoon. This Pilot Program addresses the urgent need to engage HOA members in efforts to reduce stormwater runoff in their neighborhoods, improve their stormwater ponds' functioning, and, ultimately, reduce stormwater pollution inputs to the Indian River Lagoon. HOAs are the target audience for this Pilot Program because they bear the responsibility of managing their neighborhood ponds. In Brevard County, there are many aging ponds that need significant maintenance to function as designed and there are also many new ponds being designed to accommodate the stormwater needs of a growing number of new housing developments. Results from this Pilot Program will be used to improve and expand the program to include additional HOAs and to, potentially, identify new stakeholder groups for the Program.

What are the expected benefits to the IRL based on the Vision, Mission and Goals of the IRLNEP?

This SOIRL Pilot Program aligns with the vision, mission, and goals of the IRLNEP, specifically addressing 3 IRLNEP CCMP vital signs: 1.) citizen engagement and education, 2.) stormwater, and 3.) connected waters and watersheds. This Pilot Program expects to provide the following benefits to the IRL: 1.) an increase in civic awareness and engagement in efforts to reduce stormwater pollution in the IRL and increased awareness and engagement in Lagoon issues, 2.) the development of a comprehensive stormwater pond water quality database that can be used to detect trends, evaluate the effectiveness of stormwater pond management practices, and quantify nutrient

reductions to the IRL, and 3.) sustained reductions in stormwater pollution inputs and freshwater discharges to the IRL, recognizing that stormwater ponds and stormwater runoff from neighborhoods are “connected waters” that impact the water quality and health of the IRL.

IV. **LOCATION OF PROJECT (Narrative and Project Location Map)**

Project locations will be neighborhoods with Homeowners Associations (HOAs) located within the IRL watershed in Brevard County that have a demonstrated interest and willingness to participate in the Pilot Program and that manage at least 1 stormwater pond.



V. **SCOPE OF WORK (Outputs/Deliverables)**

Output 1 (Deliverables) - Pilot Program Development

- Output 1a – **HOA Partner Information:** Criteria used to select Pilot Program HOAs and a list of the HOAs selected for the Pilot Program, along with their stormwater pond location information (latitudes/longitudes).
- Output 1b – **Pre-Pilot Program Educational and Behavioral Impact Survey:** Copy of the pre-pilot survey.
- Output 1c – **Educational/Training Materials and Meeting/Training Schedule:** Overview of the education/training materials and meeting/training materials and schedules.
- Output 1d – **Pilot Program Evaluation Criteria:** Copy of the evaluation criteria.

Output 2 (Deliverables): Pilot Program Implementation

- Output 2a – **Pre/Post-Pilot Survey Results:** A copy of the post-Pilot Program survey. Results from the pre- and post-Pilot Program surveys.
- Output 2b – **Stormwater Pond Assessments:** A copy of the stormwater pond water quality data, a description of the BMPs implemented at each pond, and a copy of any improvements to the vegetated buffer/littoral zones for each pond.
- Output 2c – **Assessment of Community Contribution:** A list of volunteers, volunteer hours, and a calculation of the economic value of volunteer time.
- Output 2d – **Pilot Project Analysis & Final Report:** A copy of the Pilot Program

evaluation, analysis, and final report.

VI. **TASK IDENTIFICATION:** Recipient shall complete the following tasks:

- **Task 1. Pilot Program Development**

Task 1a.) HOA Partner Information: The SOIRL Program will recruit HOAs to join the Pilot Program and develop criteria to select participating HOAs.

Task 1b.) Pre-Pilot Program Educational and Behavioral Impact Survey: The SOIRL Program will develop a pre-Pilot Program survey to administer to HOA members at the beginning of the Program.

Task 1c.) Educational/Training Materials and Meeting/Training Schedule: The SOIRL Program will use a community-based social marketing approach to develop the education/outreach materials and schedule. The SOIRL Program will also develop the water quality monitoring program procedures, training protocols/materials, and the schedule to train HOA volunteers to collect monthly water quality samples and supplemental water quality data.

Task 1d.) Pilot Program Evaluation Criteria: The SOIRL Program will develop evaluation criteria to assess the effectiveness of the Pilot Program.

- **Task 2. Pilot Program Implementation**

Task 2a.) Pre/Post-Pilot Survey Results: The SOIRL Program will develop a post-Pilot Program survey to administer to the HOAs at the conclusion of the Pilot Program.

Task 2b.) Stormwater Pond Assessments: Once trained, HOA volunteers will collect and submit monthly water samples and supplemental water quality data from their stormwater pond(s). Water samples will be analyzed for total nitrogen, total phosphorus, and chlorophyll a. The SOIRL Program will develop and maintain a stormwater pond water quality database. The SOIRL Program will implement the education campaign and engage HOA members in efforts to develop a pond maintenance plan, implement BMPs, and encourage improvements to the vegetated buffer/littoral zones.

Task 2c.) Assessment of Community Contribution: The SOIRL Program will track volunteer hours and calculate the economic value of the volunteers' time.

Task 2d.) Pilot Project Analysis & Final Report: The SOIRL Program will evaluate the effectiveness of the Pilot Program and submit a final report.

- **Task 3. Reporting**

The SOIRL Program will submit quarterly progress reports and a final report at the conclusion of the project.

VII. **DELIVERABLES AND TIME FRAMES**

Task 1 Deliverables: Pilot Program Development

1a.) **HOA Partner Information**

Deliverable: List of HOAs participating in the pilot program and stormwater pond locations.

Due: With second quarterly report April 30, 2025.

1b.) Pre-Pilot Program Educational and Behavioral Impact Survey:

Deliverable: Copy of the pre-pilot survey.

Due: With second quarterly report April 30, 2025.

1c.) Educational/Training Materials and Meeting/Training Schedule:

Deliverable: Overview of the education/training materials and meeting/training materials and schedules.

Due: With second quarterly report April 30, 2025.

1d.) Pilot Program Evaluation Criteria:

Deliverable: Copy of the evaluation criteria.

Due: With second quarterly report April 30, 2025.

Task 2 Deliverables: Pilot Program Implementation

2a.) Pre/Post-Pilot Survey Results

Deliverable: A copy of the post-Pilot Program survey. Results from the pre- and post-Pilot Program surveys.

Due: With Final Report on September 30, 2025.

2b.) Stormwater Pond Assessments:

Deliverable: A copy of the stormwater pond water quality data, a description of the BMPs implemented at each pond, and a list of vegetated buffer/littoral zone improvements completed for each pond.

Due: With Final Report on September 30, 2025.

2c.) Assessment of Community Contribution:

Deliverable: A list of volunteers, volunteer hours, and a calculation of the economic value of volunteer time.

Due: With Final Report on September 30, 2025.

2d.) Pilot Project Analysis & Final Report

Deliverable: A copy of the Pilot Program evaluation, analysis, and final report.

Due: With Final Report on September 30, 2025.

Task 3 Deliverables: Reporting

3a.) Quarterly Reporting

Deliverable: Quarterly Progress Reports that contain Council's Quarterly Report Summary Cover Page.

Due: January 31, 2025, April, 30, 2025, and July 31, 2025.

3b.) Final Report

Deliverable: A final report that includes all relevant information about the project. It will include Council's Final Report Executive Summary Cover Page.

Due: September 30, 2025.

VIII. BUDGET

Task Line Item	Task Description	IRL NEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source
1b/1d/2a	Pre/Post Educational Surveys & Evaluation Criteria	\$2,500	\$2,500	Cash
1c	Education/Training Materials	\$2,000	\$2,000	Cash
2b	Water Sampling Supplies/Laboratory Analyses	\$3,750	\$3,750	Cash
2b	Vegetated Buffer/Littoral Zone Improvements	\$25,000	\$25,000	Cash
2c	Volunteer Contribution	\$0	\$18,234	In-Kind
3	Reporting	\$0	\$0	
	Summary Cost	\$33,250	\$51,484	
	Project total cost	\$84,734		

ATTACHMENT B — COUNCIL’S SUPPLEMENTAL INSTRUCTIONS (sample)
COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council’s Project Manager.

- 1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
- 2. DESCRIPTION OF WORK TO BE CHANGED:
- 3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, Council Project Manager

Acknowledged: _____ Date: _____
_____, Council Contracts Administrator

cc: Contract/Purchasing file

Attachment C – Human Trafficking Affidavit

AFFIDAVIT OF _____ [individual’s name]

**STATE OF FLORIDA
COUNTY OF _____**

**Before me this day personally appeared _____, as the
_____ [title], of _____, a
company authorized to do business in the State of Florida, who, being duly sworn, deposes and
says:**

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of _____
[name of company].
3. _____ [name of company] does not use coercion for labor or
services as defined in section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2024, by _____ [individual’s name], as the _____ [title] of _____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [recipient/company’s name] to the same.

Notary Public Signature

Notary Seal:

Print Name: _____

My commission expires: _____

**ATTACHMENT D –
SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL)
Volunteer Sign-up and Release of Liability Form**

To be signed by all persons engaging in volunteer activities on the date of the activity

Date: _____ ; **Project:** _____

By my signature below, I acknowledge I am over the age of 18, and acknowledge and agree to the following:

- (1) I certify that I have no medical conditions or restrictions that would prohibit me from acting as a volunteer. SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL) and the IRL Council (“COUNCIL”) do not assume any responsibility for evaluating my medical condition or determining my fitness to perform volunteer activities. I must comply with all SOIRL and COUNCIL policies and regulations, including safety guidelines.**
- (2) I am not a volunteer for the COUNCIL, and I am not an employee of SOIRL or the COUNCIL. At all times I am acting as an unpaid, independent volunteer, and as such, am not entitled to any provision of law regarding SOIRL or COUNCIL employment; nor any laws relating to hours of work, rates of compensation, leave time or employee benefits.**
- (3) I recognize and understand that I am at all times responsible for my own safety and the safety of others, and that in performing volunteer activities I may encounter natural or other hazards. I assume the risk of any such hazards and recognize that I am responsible for staying alert as to potential hazards and taking appropriate steps, including discontinuing any activities that involve a risk of bodily harm.**
- (4) I understand that I am volunteering for a project under the sole operation and control of the SOIRL. The Council is merely a funding entity and has no control over the conditions, tasks, or methods by which the volunteer activities are conducted.**
- (4) I hereby hold and save SOIRL and the COUNCIL, its directors, officers, employees and representatives, harmless from, and agree to indemnify same against, any and all claims and losses that may be made by me or my heirs, spouse, or other persons, for personal injury, loss of life, or property damage that may result from my participation as a volunteer. This waiver and indemnity obligation include claims based upon my partial or sole negligence or that of SOIRL and COUNCIL.**

SOIRL Volunteer Sign-up and Release of Liability Form – page two

NAME	ADDRESS	HOURS	DATE(S)
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		
_____ (signature)	_____ (Address)	_____ (hours)	_____ (dates)
_____ (print name)	_____		

**SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL)
Minor Volunteer Sign-up and Release of Liability Form**

To be signed by a parent/natural guardian whose minor child is engaging in volunteer activities on the date of the activity, excluding classroom volunteer activities

Date: _____; Project: _____

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL), BREVARD COUNTY NATURAL RESOURCES MANAGEMENT AND THE IRL COUNCIL (“COUNCIL”) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM SOIRL AND THE COUNCIL IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SOIRL AND THE COUNCIL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By my signature below, I, _____, parent and natural guardian of _____, acknowledge and agree to the following:

- (1) I certify that my child has no medical conditions or restrictions that would prohibit him/her from acting as a volunteer. SAVE OUR INDIAN RIVER LAGOON PROGRAM (SOIRL) (AKA BREVARD COUNTY) and the IRL Council (“COUNCIL”) do not assume any responsibility for evaluating his/her medical condition or determining his/her fitness to perform volunteer activities. I understand my child is expected to comply with all SOIRL and COUNCIL policies and regulations, including safety guidelines.
- (2) I recognize that my child is not a volunteer for the COUNCIL and is not an employee of SOIRL or the COUNCIL. At all times he/she is acting as an unpaid, independent volunteer, and as such, is not entitled to any provision of law regarding SOIRL or COUNCIL employment; nor any laws relating to hours of work, rates of compensation, leave time or employee benefits.
- (3) I recognize and understand that my child is at all times responsible for his/her own safety and the safety of others, and that in performing volunteer activities he/she may encounter natural or other hazards. I understand that I assume the risk of any such hazards and recognize that my child is responsible for staying alert as to potential hazards and taking appropriate steps, including discontinuing any activities that involve a risk of bodily harm.
- (4) I am over the age of 18 and my child is under the age of 18. As parent/natural guardian of my child, I hereby knowingly, freely, and voluntarily forever remise, release, acquit, discharge and forever hold and save SOIRL and the COUNCIL, and each of their directors, officers, employees, agents, contractors and representatives, harmless from, and agree to indemnify same against, any and all claims and losses that may be made by me or my heirs, spouse, or other persons, from all manner of actions, causes of action, suits, debts, dues, sums of money, covenants, contracts, liability, judgments, executions, claims, costs, attorney’s fees, demands, damages, and liabilities, whatsoever, in law, equity, or otherwise, including, but not limited to, personal injury, loss of life, or property damage that may result from my child’s participation as a volunteer including, but not limited to, providing emergency services or emergency medical care. This waiver and indemnity obligation include claims based upon my partial or sole negligence or that of SOIRL and the COUNCIL. Nothing contained herein shall be construed or interpreted as consent by the COUNCIL or SOIRL to be sued, nor as a waiver of sovereign immunity of the State of Florida, SOIRL, or the COUNCIL.

Signature of Parent/Natural Guardian

ATTACHMENT - E

**CONTRACT PAYMENT REQUIREMENTS FOR
STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or Council travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Contract# IRL2024-08
Encumbrance# GL01-1406

Montecito Community Development District

District Counsel



Montecito Community Development District

District Engineer



**Montecito
Community Development District**

District Manager

Designation of Public Records Custodian and
Management Liaison Officer



DESIGNATIONS BY SECRETARY RELATED TO PUBLIC RECORDS

I, _____, as Secretary of the _____ District
("District") Board of Supervisors, hereby make the following designation and/or appointment:

_____ is designated as a custodian of public records for the District under section 119.011(5), Florida Statutes. Any prior designation of a designee by a Secretary is hereby rescinded.

AND/OR

_____ is appointed as the District's Records Management Liaison Officer under section 257.36(5)(a), Florida Statutes. Any prior appointment of a Records Management Liaison Officer by a Secretary is hereby rescinded.

Printed Name: _____
Secretary, District Board of Supervisors

Date: _____

Montecito Community Development District

General Manager



Montecito Community Development District

General Manager's Report



Montecito Community District Development (CDD)

Monthly Board of Supervisors Meeting

208 Montecito Drive, Satellite Beach, FL 32937

Amenity General Manager Report

Office / Clubhouse / Gym

- Weekly report submitted accordingly providing detailed information.
- Fitness center and equipment deep cleaned and inspected.
- A/C coil replaced due to malfunction.
- Surveillance system working properly.
- Weekly meeting with ProGreen to ensure all areas on CDD property are taken care of to a high standard.
- Ticket system: All service tickets have been addressed, and service areas have been assigned to the vendor based on the required attention.
- Clubhouse janitorial service provided by Coverall.
- CPO Course in progress.
- Clubhouse indoor / outdoor areas inspected. No pest, lighting, or water leak issues found.
- Check well meter readings. Information submitted to the designated party.
- AM & PM community drive through.
- Pedestrian and vehicle gates inspected.
- Storm drainage inspected. No visible signs of blockage or damage found.

Swimming Pool / Pool Area

- Pool gates are working properly.
- Brevard Pools service and maintains the pool on a daily basis during the week.
- Water chemicals in balance. (Ph 7.2 – 7.6)

- Shower head and drain inspected. No leak found.
- Bathrooms cleaned. No plumbing or electrical issues found.
- Furniture in good condition.
- Pool gates are working properly. System allowing entry to residents with key card only from 7:00 am – 8:00pm.

Weekend Facility Attendance

- AM & PM Community drive through.
- Cleared pool area of debris.
- Repaired pothole on Palos Verde Drive pavement.
- Ticket parking violators when necessary.
- Re-installed fitness equipment connector rack.
- Hurricane Preparedness assistance.
- Monitored the pool area ensuring rules are being followed.
- Cleaned clubhouse entrance and surroundings.
- Facility inspections to ensure fitness equipment, plumbing, lighting, HVAC system and pool area are cleaned and working properly.

Ponds / Fountains

- All fountains have been inspected by Solitude.
 - ⇒ Fountain #1 (Lake Coquina) – Working properly.
 - ⇒ Fountain #2 (Lake Pacifica) – Working properly.
 - ⇒ Fountain #3 (Lake Sonoma) - Working properly.
 - ⇒ Fountain #4 (Lake Cataline)- Working properly.
 - ⇒ Fountain #5 (Lake Valencia) – Quote approved. Waiting for parts.
 - ⇒ Fountain #6 (Lake Pasadena) – Working properly.
- ✓ Issue with fountain light timer in lake Coquina has been **resolved**.

Parking Violations

- Six vehicles received tickets. This information has been included in the weekly reports.

Pending Quotes / Proposals

- ProGreen - Playground shrub - Pending approval
- ProGreen - Removal of shrub on Lake Sonoma – Pending approval
- ProGreen – Palm tree drench treatment and preventative fertilization.
- Hoover – Renewal contract
- Pedestrian gates – on hold.
- Playground equipment – two models attached for review.
- Brown Fitness - Treadmill belt replacement – pending
- Brown Fitness – Treadmill replacement – pending

Reports

- Solitude – Attached
- Sonitrol – Attached
- Hoover – Not received as of October 3rd.
- ProGreen – Not received as of October 3rd.



Work Order 00701913
Work Order 00701913
Number
Created Date 10/3/2024

Account Montecito CDD
Contact Kisha Wagner
Address 208 Montecito Dr.
Satellite Beach, FL 32937
United States

Work Details

Specialist Comments to Customer All lakes have been treated for aquatic algae and shoreline weeds. Water color looks good.
Prepared By Max Chapman-Orozco
Customer Thank you very much Max

Work Order Assets

Asset	Status	Product Work Type
P1	Treated	
P4	Treated	
P3	Treated	
P2	Treated	
P5	Treated	
P6	Treated	



Work Order 00701913

Work Order 00701913

Number

Created Date 10/3/2024

Account Montecito CDD
Contact Kisha Wagner
Address 208 Montecito Dr.
Satellite Beach, FL 32937
United States

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
P1	SHORELINE WEED CONTROL	
P1	ALGAE CONTROL	
P3	SHORELINE WEED CONTROL	
P3	ALGAE CONTROL	
P2	SHORELINE WEED CONTROL	
P2	ALGAE CONTROL	
P4	SHORELINE WEED CONTROL	
P4	ALGAE CONTROL	
P6	SHORELINE WEED CONTROL	
P6	ALGAE CONTROL	
P5	SHORELINE WEED CONTROL	
P5	ALGAE CONTROL	
P6		
P5		
P2		
P3		
P4		
P1		

Montecito Community Development District

Review and Consideration of Hoover Pumping
Systems Preventative Maintenance Agreement





Date: 8/2/2024
To: Montecito Community Development District
Tina Campbell
Subject: Hoover Maintenance Agreement, MA#6781
Contract Term: 12 months 11/1/2024 - 10/31/2025
Site IDs: #8563, #8721, #8845

Phone:

The Hoover Maintenance Program includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test and replace surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required.
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty



Date: 8/2/2024
To: Montecito Community Development District
Tina Campbell
Subject: Hoover Maintenance Agreement, MA#6781
Contract Term: 12 months 11/1/2024 - 10/31/2025
Site IDs: #8563, #8721, #8845

Phone:

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

For Hoover Flowguard pump systems the Hoover Maintenance Program includes:

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

The following are the Flowguard Sites on this agreement

Site ID	Site Name	Model #
8563	Montecito Phase #3	HCF-25PDV-230/3-HMSR3L-Z
8721	Montecito Pump #1	HCF-40PDV-208/3-FHMSR3L-Z
8845	Montecito Pump #2	HCF-25PDV-230/3-FHMSR3L-Z

Annual Price	\$6,870.00
Discount for 3 or more stations	\$343.50
Total Annual Price	\$6,526.50

****Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- YES, I authorize Hoover to complete non-maintenance related repairs up to \$750.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$750.00, approval will be obtained immediately or in advance.*
- NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

Terms: This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. We still require a signed copy for our records. Hoover Pumping systems Standard Terms and Conditions of Sales will apply.

Accepted by:
Hoover Pumping Systems

Accepted by:
Montecito Community Development District



Ramona Mingo 8/2/2024

Signature/Date

Name Printed

P.O. Number (if required)

Montecito Community Development District

Review and Consideration of Brown Fitness Services,
LLC Proposal





Brown Fitness Services, LLC

1082 Old Millpond Road
 Viera, FL 32940
 (321) 254-9966
 brownfitness@thegymguru.com

Quote

Date	Quote #
9/24/2024	3629

Customer	Premises
Montecito CDD 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822	Montecito CDD 208 Montecito Dr. Satellite Beach, FL 32937

Qty	Description	Rate	Total
1	Service Call	90.00	90.00
1	Tech Time / Labor	90.00	90.00
	LABOR TOTAL		180.00
1	RBT031T Running Belt, Thermoplastic Urethane, Pre-Treated (Aftermarket)	300.00	300.00T
1	0K65-01263-0000 Deck	215.00	215.00T
4	0017-00103-0198 NUT: 1/4 -20, TINNERMAN, ST, ZN	2.00	8.00T
4	0017-00101-1775 Deck Screws	2.00	8.00T
1	0K58-01268-0000 End Cap, Rear, T-Series	15.00	15.00T
	Freight/Shipping (\$25.00 + \$41.38)	66.38	66.38
	PARTS TOTAL		612.38
	Lifefitness 93T Treadmill (s/n: TTL103383) Treadmill belt cut, not safe to use due to potential failure - deck is worn on both sides . Broken End Cap Replace running belt, deck , hardware & end cap		

TERMS: Parts cost needed up front to place order, remainder billed at net 30 after work is completed Approved By: _____ Date: _____	Subtotal	\$792.38
	Sales Tax (0.0%)	\$0.00
	Total	\$792.38



Brown Fitness Services, LLC

1082 Old Millpond Road
 Viera, FL 32940
 (321) 254-9966
 brownfitness@thegymguru.com

Quote

Date	Quote #
9/26/2024	3630

Customer	Premises
Montecito CDD 6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822	Montecito CDD 208 Montecito Dr. Satellite Beach, FL 32937

Qty	Description	Rate	Total
1	LifeFitness Aspire Treadmill SL Model (ASPT-SL)	5,269.00	5,269.00
1	Freight/Installation	682.61	682.61
***** Deposit of 75% due to place order with remainder due upon installation *****			
https://www.lifefitness.com/en-us/catalog/cardio/treadmills/aspire			

Terms - 75% deposit to place order, 25% balance due upon delivery.		Subtotal	\$5,951.61
Approved By: _____		Sales Tax (0.0%)	\$0.00
Date: _____		Total	\$5,951.61

Montecito Community Development District

Brevard Pools



BREVARD POOLS



PROPOSAL

128 Sixth Avenue, Indialantic, FL 32903
 Phone (321) 723-7074 Fax (321) 728-4221
 License No. CPC1458775

PROPOSAL SUBMITTED TO:	321-777-9460	10-08-2024
Montecito CDD	JOB NAME:	
208 Montecito Dr	STREET:	
Satellite Beach FL 32937	CITY, STATE:	

We hereby submit specifications and estimates for:

DESCRIPTION	PRICE
Materials and Labor to Install Four Separation Tanks on Hurricane Pad and Two Jandy Valves	

Notes:

TOTAL \$4,415.00

<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.</p> <p>Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. This is to include, but is not limited to, hidden damages that are uncovered during the course of the job and additional work required by local building inspectors.</p> <p>All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.</p> <p>You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of transaction. Cancellation must be done in writing.</p>	<p>We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:</p> <p>Dollars \$4,415.00</p> <p>Payment to be made as follows: On Invoice Upon Completion</p> <p><i>Rick Santiago</i> Rick Santiago AUTHORIZED SIGNATURE</p> <p>Note: This proposal may be withdrawn by us if not accepted within 30 Days</p>
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Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Montecito Community Development District

Vendor Report



Montecito Community Development District

Landscape and Irrigation Report Review of ProGreen Services LLC Proposals



Date: 10/23/24

Montecito CDD Monthly Executive Summary – ProGreen Services

Completed Projects:

Meetings:

Met Kisha General Manager weekly during the month. Provided Kisha with a summary of existing projects and tour of the property.

Task: Report contains September and half of October activities due to the rescheduled meeting date.

Week of 9/6 –

- Noted areas within the park area needing to be sprayed for weeds. Still getting sand and debris during heavy rainfall along the perimeter walkway in various places.
- Met with Mike Diemer - Arborist regarding the reported Queen Palm at the Shearwater entrance. Mike recommended removing the palm as it's diseased and dying. A quote will be submitted for the removal. Additionally, Mike inspected the other Palms and recommended drench treatments that incorporate Insecticide / Fungicide and Fertilizer for all of the Queen Palms. A quote will be submitted for all the Queen Palms.

Week of 9/13 –

- Maintenance of CDD areas in Single-Family and Club House sections as scheduled
- Irrigation wet checks in the Single-Family Section
- Multiple rain showers during service hours on Wednesday and Thursday that made it extra difficult to blow off the hardscape areas.

Week of 9/20 -

- Maintenance of CDD areas in Club House and Single-Family section as scheduled
- Sprayed pool deck with weed control
- Detailed the Club House shrubs
- Cleaned up the dirt from the mainline break off Carlsbad

- Removal of the Royal Palm at the Shearwater entrance.
- Detailed shrubs in the easement areas along Montecito Dr. in the townhome section.

Week of 9/27 –

- Irrigation system was shut off and the controllers and pump stations were locked due to the hurricane Helene. Discussed removal of coconuts on the palm tree along the walking path to the right of the clubhouse. Working on getting it scheduled.
- Detailed path to the Single-Family homes from the playground club house and roundabout
- Detailed Simeon Road CDD areas in the Townhome section
- Drive through inspection within the community inspection for clean up after the storm. Leaning tree on Simeon & Montecito drive that was removed. No maintenance due to weather conditions.

Week of 10/4-

- Discussed the staffing changes for servicing the community. Starting Monday, 10/7 we will have four crew members assigned to the property daily to provide comprehensive landscape services. This team will focus on maintaining all key areas, including lawn care, detailing, spraying bed areas, and addressing any immediate needs. With a dedicated crew on-site, we aim to ensure consistent, high-quality service and address any issues promptly to keep the property in excellent condition moving forward.
- Mowing scheduled changed to every other week for the winter months.
- Removal of Royal Palm Stump at the Shearwater Entrance
- Installed new shrubs at the Shearwater front entrance
- Reduced irrigation at the front entrance planters to 2x per week.

Week of 10/11-

- Irrigation system was shut off and the controllers and pump stations were locked due to the hurricane Milton.

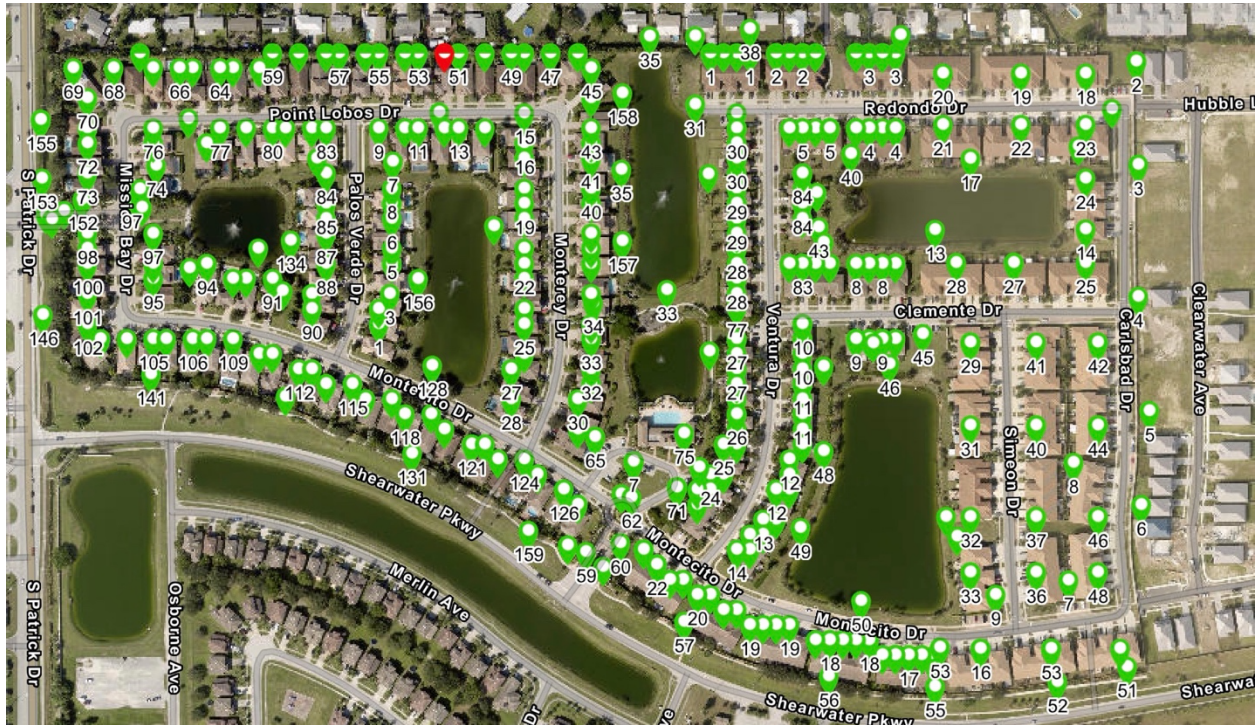
Week of 10/18-

- Zac worked with Insight to bring all the pump stations back online after the hurricane. All stations were successfully restarted with no loss of prime. A stuck valve was discovered during the restart process on the West Controller and has been repaired.
- Discussed the cleanup processes from the previous Thursday, Friday and Saturday from the hurricane. Additionally, the changing of the service schedule to daily beginning

Monday 10/21. This was delayed a week due to the hurricane and subsequent storm clean up.

- Provided additional debris clean up from the high winds we experienced on Wednesday.

Current Irrigation Map: 10/23/24



Maintenance Service Schedule:

We have adjusted the staffing and schedule to daily. We are staffing positions and scheduling work on a Monday – Friday basis for the community. We are on our every other week mowing schedule.



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

ProGreen Services, LLC

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 7247

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD 219 E. Livingston Street Orlando, FL 32801	09/24/2024	\$4,650.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Tree Care - Palm Tree Drench Treatment and Preventative Fertilization To maintain the health and vitality of palm trees at the front entrances by treating existing fungal issues and preventing future health concerns through targeted fertilization and soil conditioning. To combat and manage fungal infections such as Ganoderma, Thielaviopsis trunk rot, or Fusarium wilt that may compromise the structural integrity and overall health of the palm tree.	62	75.00	4,650.00

We appreciate the opportunity!

TOTAL	\$4,650.00
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THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>



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Estimate 7248

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD 219 E. Livingston Street Orlando, FL 32801	09/24/2024	\$1,225.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape Installation - Removal of Fire Bush in the playground areas	1	250.00	250.00
	Landscape Installation - Deliver and Install Mammy and Petra Crotons as replacements - 7 Gallon	15	65.00	975.00

We appreciate the opportunity!

TOTAL \$1,225.00

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdypXv9W4GXoEAI/review>



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Estimate 7249

ADDRESS	DATE	TOTAL
Montecito Community Development District Montecito CDD 219 E. Livingston Street Orlando, FL 32801	09/24/2024	\$250.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape Installation - Removal of shrub on the north pond	1	250.00	250.00

We appreciate the opportunity!

TOTAL	\$250.00
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THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>

Montecito Community Development District

Supervisor Requests & Comments



Montecito Community Development District

Announcement of Next Scheduled Board Meeting



Montecito Community Development District

Adjournment

