



Rizzetta & Company

CFM Community Development District

**Board of Supervisors' Meeting
January 19, 2023**

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913**

www.cfmccd.org

CFM
COMMUNITY DEVELOPMENT DISTRICT

District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.cfmccd.org

Board of Supervisors	Paul Mayotte Sue Streeter Brian McGibbon Rodney Allen Terry Jo Gile	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Tucker Mackie	Kutak Rock, LLP
District Engineer	Brent Burford	Johnson Engineering, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

CFM COMMUNITY DEVELOPMENT DISTRICT
District Office · Ft. Myers, Florida · (239) 936-0913
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.cfmccd.org

January 12, 2023

Board of Supervisors
**CFM Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the CFM Community Development District will be held on **Thursday, January 19, 2023 at 11:30 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT – AGENDA ITEMS ONLY**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors’ Meeting held on December 15, 2022..... Tab 1
 - B. Ratification of Special Assessment Bonds, Series 2021 Requisition for Payment #35 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of FEMA Funding Agreement..... Tab 3
 - B. Consideration of Mulch and Pinestraw Proposals Tab 4
 - C. Consideration of Johnson Engineering Proposal for 2023 Water User Permit Compliance Monitoring Tab 5
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. PUBLIC COMMENT**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,

Belinda Blandon

Belinda Blandon
District Manager

cc: Tucker Mackie, Kutak Rock, LLP

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

CFM COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the CFM Community Development District was held on **Thursday, December 15, 2022 at 11:31 a.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912

Present and constituting a quorum:

Paul Mayotte	Board Supervisor, Chairman
Sue Streeter	Board Supervisor, Vice Chairman
Rodney Allen	Board Supervisor, Assistant Secretary
Terry Jo Gile	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Kutak Rock, LLP (via speaker phone)
Brent Burford	District Engineer, Johnson Engineering
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and read the roll call.

Ms. Blandon administered the Oath of Office to Mr. Allen and asked if he would like to receive or waive Supervisor Compensation for attendance at meetings. Mr. Allen advised that he would like to receive Supervisor Compensation.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon opened the floor to public comment. There were none.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Meeting held on November 3, 2022

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on November 3, 2022. She asked if there were any questions related to the minutes. There were none.

On a Motion by Ms. Gile, seconded by Mr. Mayotte, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on November 3, 2022, for the CFM Community Development District.

48
49
50
51
52
53
54
55
56
57
58

FOURTH ORDER OF BUSINESS

Ratification of Special Assessment Bonds, Series 2021 Requisitions for Payment #31 through #34

Ms. Bandon advised that special assessment bonds, series 2021 requisitions for payment #31 through #34 total \$1,929,226.16 for payments made to Johnson Engineering, Kutak Rock, and Forestar USA Real Estate Group. She asked if there were any questions. Ms. Gile inquired as to the payment to Forestar. Mr. Mayotte advised that payment was related to the acquisition of Parcel F.

On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Ratified the Payment of Special Assessment Bonds, Series 2021 Requisitions for Payment #31 through #34, for the CFM Community Development District.

59
60
61
62
63
64
65

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Redesignating Officers of the District

Ms. Bandon provided an overview of the resolution and asked if there were any questions. There were none.

On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board Adopted Resolution 2023-01, Redesignating Officers of the District as Follows: Mr. Paul Mayotte to Serve as Chairman, Ms. Sue Streeter to Serve as Vice Chair, and Ms. Terry Jo Gile, Mr. Rodney Allen, Mr. Brian McGibbon, Ms. Belinda Bandon, Ms. Melissa Dobbins, and Mr. Matthew Huber to Serve as Assistant Secretaries, for the CFM Community Development District.

66
67
68
69
70
71
72

SIXTH ORDER OF BUSINESS

Ratification of Lake Maintenance Plan, Tract L-5, Parcels F & G

Ms. Mackie provided an overview of the replat of the pond within parcel F, which required a deep lake management program. Board discussion ensued.

On a Motion by Mr. Mayotte, seconded by Mr. Allen, with all in favor, the Ratified the Execution and Recording of the Lake Maintenance Plan for Strap #03-42-24-L4-010L5.0000, for the CFM Community Development District.

73
74
75
76
77
78
79
80
81
82
83
84

SEVENTH ORDER OF BUSINESS

**Discussion Regarding Series 2021
(refunding 2004A-2) Revenue Account
Balance**

Ms. Blandon advised that the trust indenture states that any balance in the revenue account can be transferred by the district to be used for any lawful purpose and so she needs direction from the Board as to whether that balance should be transferred to the General Fund or transferred to the prepayment account to be used to pay down the bonds on the next redemption date. She advised that the account balance as of November 2nd is \$22,613.88

On a Motion by Ms. Streeter, seconded by Mr. Allen, with all in favor, the Board Approved Transferring the Balance of the Revenue Account, \$22,613.88, to the General Fund, and Further Authorized the Chairman to Sign a Direction Letter to the Trustee, for the CFM Community Development District.

85
86
87
88
89
90
91
92
93

EIGHTH ORDER OF BUSINESS

**Consideration of Johnson
Engineering Fee Modification**

Mr. Burford provided an overview of the Fee Modification letter; he advised that the current CPI is 7.1% and Johnson Engineering is seeking an increase of 6%. Mr. Allen suggested that the Board investigate the ability to have the rates held for a longer term. Mr. Burford responded to questions from the Board.

On a Motion by Mr. Mayotte, seconded by Ms. Streeter, with all in favor, the Board Approved the Johnson Engineering Fee Modification Letter, with the Expectation of Longer-Term Rates in the Future, for the CFM Community Development District.

94
95
96
97
98
99
100
101
102
103

NINTH ORDER OF BUSINESS

**Consideration of Magnolia Landing
Golf Ground Cover Proposals**

Ms. Blandon reviewed the proposal for ground cover as provided by Magnolia Landing Golf. Board discussion ensued regarding pinestraw versus mulch. This item was tabled to allow for further review of the areas to be addressed and for a map to be provided. Ms. Blandon advised that she will also ask that Ms. Southwick participate in the next meeting in order to answer any questions.

104
105
106
107
108
109

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Mackie advised that she had no report. She further advised that after the first of the year Legislative meetings will take place.

110 B. District Engineer
111 Mr. Burford advised that he has updates regarding various items related to
112 the gravity wall, fencing, and signage. Discussions ensued. Mr. Burford
113 advised that he will have a discussion with the golf course in order to
114 address maintenance concerns; he further advised that he will provide a
115 linear foot cost for the gravity wall. Ms. Mackie recommended that she work
116 with Mr. Burford to compose a letter to address the repeated failure to
117 maintain the system.

118
119 Mr. Burford reviewed a map and pricing for conservation area fencing.
120 Discussion ensued.

121
122 Mr. Burford reviewed the request related to signage being placed on the
123 median at the entrance of the community. He advised that the signage is
124 not allowed due to not meeting necessary requirements. Discussion
125 ensued. Mr. Burford advised that traffic signal costs could be around
126 \$500,000 to \$700,000. He further advised that a traffic study is due.

127
128 Mr. Burford distributed the curb and gutter inspection that had been
129 conducted; he advised that the focus was on parcels A and J. Mr. Burford
130 advised that a majority of the damage appears to be construction related.
131 He recommended having a conversation with DR Horton regarding repair
132 and/or replacement. Ms. Blandon recommended having Counsel provide
133 written notice to Forestar and placing them on notice regarding the
134 damages.

135
136 Mr. Burford reviewed the resolution and signage related to golf cart use
137 within the community; he advised that a sign at the entrance is not a
138 requirement but should be added. Ms. Streeter advised that when the
139 resolution was approved, the average age of Magnolia Landing residents
140 was sixty-two and that is not the case anymore.

141
142 C. District Manager
143 Ms. Blandon advised that the next meeting of the Board of Supervisors' is
144 scheduled to be held on Thursday, January 19, 2023 at 11:30 a.m.

145
146 Ms. Blandon advised that FEMA has assigned a program delivery manager
147 and a call was held on December 9th; she advised that a recovery scoping
148 meeting is scheduled for January 10th followed by an onsite meeting. She
149 advised that FEMA will require a funding agreement. Ms. Blandon advised
150 that FEMA was clear in that trees or debris on homeowner property will not
151 be covered. Discussion ensued.

152
153 **ELEVENTH ORDER OF BUSINESS**

Supervisor Requests

154
155 Ms. Blandon opened the floor for Supervisor requests and comments.
156

157 Mr. Mayotte asked that the line painting be kept in mind. Ms. Gile advised that a
158 double yellow line may not be necessary, though one solid white line may be appropriate.
159 Mr. Mayotte inquired as to the status of streetlights. Ms. Blandon advised that streetlight
160 repairs are still delayed.

161
162 Ms. Streeter advised of a resident concern related to debris within the middle pond
163 of parcel A. Ms. Blandon advised that she sent the concern to the landscape company as
164 there was minimal debris and it was on the shoreline.

165
166 Ms. Streeter advised of concerns related to street signs. Ms. Blandon advised that
167 Advance Sign Tek will be onsite to conduct necessary street sign adjustments.

168
169 Ms. Blandon opened the floor to audience comments. There were none.

170
171 **TWELFTH ORDER OF BUSINESS** **Adjournment**

172
173 Ms. Blandon advised there is no further business to come before the Board and
174 asked for a motion to adjourn.

175

On a Motion by Ms. Gile, seconded by Ms. Streeter, with all in favor, the Board adjourned the meeting at 1:18 p.m., for the CFM Community Development District.

176
177
178
179
180

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CFM CDD
Special Assessment Bonds, Series 2021
Requisitions for Payment

Requisition No.	Vendor	Amount
35	Kutak Rock, LLP	\$2,006.00
	Total	\$2,006.00

Tab 3

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: CFM Community Development District

Subrecipient's unique entity identifier: _____

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): CFM Community Development District

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and CFM Community Development District (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: CFM Community Development District

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Name and Title
3000 Magnolia Landing Lane

Street Address
Fort Myers, FL, 33917

City, State, Zip

Date

CFM Community Development District

Subrecipient's Name
Z3348

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: CFM Community Development District

Box 1: Authorized Agent (Full Access)	Box 2: Primary Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Contact (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: CFM Community Development District **Date:**

Box 7: Other (Read Only Access) **Box 8: Other (Read Only Access)**

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: Other (Read Only Access) **Box 10: Other (Read Only Access)**

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: Other (Read Only Access) **Box 12: Other (Read Only Access)**

Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 01-0612066

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 071-U3G4Q-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

Tab 4

Proposal

To: CFM CDD
 9530 Market Place Rd Suite 206
 Fort Myers, FL 33912
 Phone 239.936.0913

Date: January 12, 2023
 Quotation #: 2022041R
 Customer ID: 6014
 Quotation valid until: January 27, 2023

For: Annual Ground Cover

Description	Current Type	Sq Ft	Pine Straw Bales	Pine Straw Per Unit	Pine Straw Ext. Price	Pine Straw Amount	Mulch Bags	Mulch Per Unit	Mulch Ext. Price	Mulch Amount
Strap # 04-43-24-L4-13RD1.0000						\$ 9,000.00				\$ 21,175.00
Magnolia Landing Ln ROW (between Parcel A and E)	Pine Straw	33,880	1,200	\$ 7.50	\$ 9,000.00		4,235	\$ 5.00	\$ 21,175.00	
Strap # 03-43-24-L3-13LS1.0000						\$ 150.00				\$ 470.00
Parcel J, West of Lot 1	Pine Straw	750	20	\$ 7.50	\$ 150.00		94	\$ 5.00	\$ 470.00	
CFM CDD Owned Areas						\$ 10,515.00				\$ 26,565.00
Along North Wall	Pine Straw	12,240	403	\$ 7.50	\$ 3,022.50		1,530	\$ 5.00	\$ 7,650.00	
Long Pond Cul-de-sac	Pine Straw	785	26	\$ 7.50	\$ 195.00		98	\$ 5.00	\$ 490.00	
Redstone Cul-de-sac	Pine Straw	800	27	\$ 7.50	\$ 202.50		100	\$ 5.00	\$ 500.00	
NW Corner MLL & Chestnut Ridge	Pine Straw	4,400	145	\$ 7.50	\$ 1,087.50		550	\$ 5.00	\$ 2,750.00	
NE Corner MLL & Chestnut Ridge	Pine Straw	1,600	53	\$ 7.50	\$ 397.50		200	\$ 5.00	\$ 1,000.00	
N Sky Meadow	Pine Straw	4,560	150	\$ 7.50	\$ 1,125.00		570	\$ 5.00	\$ 2,850.00	
S Sky Meadow	Pine Straw	6,640	219	\$ 7.50	\$ 1,642.50		830	\$ 5.00	\$ 4,150.00	
Sky Meadow Planter	Pine Straw	2,720	90	\$ 7.50	\$ 675.00		340	\$ 5.00	\$ 1,700.00	
Medians	Pine Straw	5,550	183	\$ 7.50	\$ 1,372.50		695	\$ 5.00	\$ 3,475.00	
Crosswater N End	Pine Straw	3,200	106	\$ 7.50	\$ 795.00		400	\$ 5.00	\$ 2,000.00	
					-		-		\$ -	
			Mulch Bags	Mulch/Unit	Mulch Ext.	Mulch Amt				
Strap # 03-43-24-11-0000L.0000						\$ 1,100.00				\$ 1,100.00
Castle Pines Cul-de-sac	Mulch	1,760	220	\$ 5.00	\$ 1,100.00		220	\$ 5.00	\$ 1,100.00	
Parcel J						\$ 1,570.00				\$ 1,570.00
Median	Mulch	655	82	\$ 5.00	\$ 410.00		82	\$ 5.00	\$ 410.00	
Cul-de-sac	Mulch	690	87	\$ 5.00	\$ 435.00		87	\$ 5.00	\$ 435.00	
Tree beds along Avenida Del Vera	Mulch	463	45	\$ 5.00	\$ 225.00		45	\$ 5.00	\$ 225.00	
Lift station buffer	Mulch	800	100	\$ 5.00	\$ 500.00		100	\$ 5.00	\$ 500.00	
Entry and Parcel A Common Areas						\$ 5,365.00				\$ 5,365.00
MLL ROW Parcel # 04-43-24-L4-13LS2.0000	Mulch	3,000	375	\$ 5.00	\$ 1,875.00		375	\$ 5.00	\$ 1,875.00	
Planters along Magnolia Landing Ln	Mulch	3,000	375	\$ 5.00	\$ 1,875.00		375	\$ 5.00	\$ 1,875.00	
Trees along Magnolia Landing Ln	Mulch	1,200	150	\$ 5.00	\$ 750.00		150	\$ 5.00	\$ 750.00	
Cul-de-sacs	Mulch	1,380	173	\$ 5.00	\$ 865.00		173	\$ 5.00	\$ 865.00	
Total - Pine Straw & Mulch						\$ 27,700.00	Total - All Mulch			\$ 56,245.00

Approved by

Date

Signature

Title

THANK YOU FOR YOUR BUSINESS!

Tab 5



DATE: January 10, 2023

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
JOHNSON ENGINEERING, INC. AND
(CONSULTANT)

CFM
COMMUNITY DEVELOPMENT
DISTRICT (CDD)

(OWNER)

PROJECT NAME: Magnolia Landing WUP Compliance Assistance Services 2023

Sections: 2-4, 10-11 **Township:** 43 South **Range:** 24 East **County:** Lee
Latitude: 26.759094 **Longitude:** -81.89717 **Comments:** _____

CONSULTANT CONTACT INFORMATION

Project Manager: Tim Denison
Address: 2122 Johnson Street
City: Fort Myers
State/Zip: Florida, 33901
Phone: (239) 334-0046
Email: tim@johnsoneng.com

OWNER CONTACT INFORMATION

Bill to the attention of: CFM CDD c/o Rizetta & Company
Billing Address: 29530 Marketplace Road, Suite 206
City/State/Zip: Fort Myers, FL 33912
Phone: (239) 936-0913
Cell: _____
Email: bblandon@rizzetta.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

CONSULTANT will provide the following services to assist OWNER with South Florida Water Management District (SFWMD) Water Use Permit (WUP) compliance items.

Task 1: Magnolia Landing Chloride Monitoring

CONSULTANT will conduct monthly sampling of active irrigation recharge wells, monitoring wells MW-1 and MW-2, and surface water pumps SWP-4 and SWP-5, as directed by South Florida Water Management District (SFWMD) water use permit (WUP) 36-05392-W, for a period of 12 months. Sampling will be conducted in accordance with Special Permit Condition No. 21 of the above-mentioned permit. CONSULTANT shall analyze samples for chloride concentration in milligrams per liter (mg/L) and report the results to the SFWMD on a quarterly basis as required. Scope of services assumes accessibility to the site will be provided for field personnel and equipment and condition of the site will be suitable for collection of samples.

Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting

CONSULTANT will conduct monthly recording of flow totalizer readings from digital displays at SWP-4 (Golf Course and HOA), from flowmeters at SWP-5, and the reclaimed water pipe for a period of 12 months. CONSULTANT will calculate the monthly pumpage for each facility and email the values to the golf course manager each month. CONSULTANT will also submit quarterly reports of the monthly pumpage for facility groups SWP-4 and SWP-5 to South Florida Water Management District (SFWMD) as required by Special Condition No. 12 of WUP 36-05392-W issued to Magnolia Landing.

FEE & TYPE:	Task 1: Magnolia Landing Chloride Monitoring*	Lump Sum Fixed Fee:	\$9,000.00*	LS
	Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting**	Lump Sum Fixed Fee:	\$3,000.00**	LS
TOTAL FEES:			\$12,000.00	LS

NOTE:

* Task 1: Magnolia Landing Chloride Monitoring will be billed at \$750.00 per month for 12 months.

** Task 2: Magnolia Landing WUP Pumpage Monitoring and Reporting will be billed at \$250.00 per month for 12 months.

OWNER AUTHORIZATION: I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.

Authorized Signature: _____ Date: _____

Typed Name & Title:

STANDARD BUSINESS TERMS AND CONDITIONS

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

Standard of Care: The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

Information from Owner: OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

Cooperation with Other Consultants or Owner's Attorney: Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

Permit and Application Fees: OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

Termination: This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

Billings and Payment: Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, we may, after seven days' notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

Reimbursables: Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

Taxes: Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

Renegotiation of Fees: CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

Subconsultant: Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

Attorney Fees: Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Legal Interpretations Clarified: The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Project Delays: The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

Budgetary Limitations: It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

Excluded Services: CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Betterment: If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

Ownership of Instruments of Service: All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

Hazardous Materials: Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

Entire Understanding: This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

Consultant's Limited Liability: Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$12,000.00.