



**CENTURY GARDENS AT TAMAMI
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
FEBRUARY 24, 2025
6:15 P.M.**

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

www.centurygardenstamiamicdd.org

305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CENTURY GARDENS AT TAMiami
COMMUNITY DEVELOPMENT DISTRICT
Gardens by the Hammocks Clubhouse Meeting Room
15080 S.W. 116th Terrace, Miami
Florida 33196
REGULAR BOARD MEETING
February 24, 2025
6:15 p.m.

A. Call to Order	
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1.	Property Manager Report to be Distributed Under Separate Cover	
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P.	Board Members' Comments	
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The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142031	602844	Print Legal Ad-IPL01995850 - IPL0199585	Fiscal Year 2024/2025 Me	\$789.85	2	53 L

Attention: Laura J. Archer

Century Gardens at Tamiami Community Development District
 c/o Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, Florida 33410
 LArcher@sdsinc.org

CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Century Gardens at Tamiami Community Development District** (the "District") will hold Regular Meetings in the Gardens by the Hammocks Clubhouse Meeting Room located at 15080 SW 116th Terrace, Miami, Florida 33196 at 6:15 p.m. on the following dates:

- October 28, 2024**
- February 24, 2025**
- April 28, 2025**
- June 30, 2025***
- August 25, 2025**
- September 22, 2025**

**Change from typical week date to accommodate the required 60 days for the Final Budget Public Hearing*

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

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

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

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

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

CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT

www.centurygardenstamiamicdd.org
 IPL0199585
 Oct 18 2024

**PUBLISHED DAILY
 MIAMI-DADE-FLORIDA**

**STATE OF FLORIDA
 COUNTY OF MIAMI-DADE**

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

10/18/24

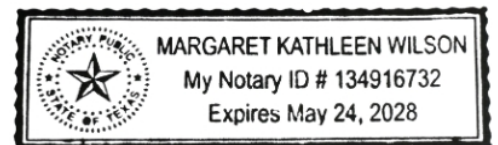
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of two years next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 18th day of October in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

July 17, 2024


Board of Supervisors
Century Gardens at Tamiami Community Development District
c/o Special District Services, Inc.
8785 SW 165th Avenue
Suite 200
Miami, FL 33193

RE: Resignation Notice

Dear Board of Supervisors,

Please be advised that I Alvaro Cabrera am resigning my position as Board Member and Officer holding Seat #4 of the **Century Gardens at Tamiami Community Development District** Board of Supervisors effective as of July 17, 2024.

Sincerely,


Name Alvaro Cabrera
Address 15304 SW 118th ter
City, FL zip code
Miami, FL 33196

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 24, 2024**

A. CALL TO ORDER

The June 24, 2024, Regular Board Meeting of the Century Gardens at Tamiami Community Development District (the “District”) was called to order at 6:19 p.m. in the Gardens by the Hammocks Clubhouse Meeting Room located at 15080 SW 116th Terrace, Miami, Florida 33196.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 13, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mrs. Perez determined that the attendance of Chairman Ramon Javier, Vice Chairman Cristofer Romero and Supervisors Tarik Djemil, Alvaro Cabrera and Max Riveros constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance were: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present was Julia Barrios, the HOA Property Manager.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mrs. Perez added under District Counsel Report, an update regarding the 2024 General Election and Candidate Qualifying Period.

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

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

F. APPROVAL OF MINUTES

1. April 22, 2024, Regular Board Meeting

Mrs. Perez presented the minutes of the April 22, 2024, Regular Board Meeting.

A MOTION was made by Supervisor Djemil, seconded by Supervisor Romero and passed unanimously approving the minutes of the April 22, 2024, Regular Board Meeting, as presented.

Mrs. Perez recessed the Regular Board Meeting and simultaneously called to order the Public Hearing.

G. PUBLIC HEARING
1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Herald* on June 4, 2024, and June 11, 2024, as legally required.

2. Receive Public Comment on Fiscal Year 2024/2025 Final Budget

Mrs. Perez opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2024/2025 final budget and non-ad valorem special assessments.

There being no comments from the public, the public comment portion of the public hearing was closed.

3. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Final Budget

Mrs. Perez presented Resolution No. 2024-04, entitled:

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2024/2025 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez provided, via handout, a corrected version of the resolution noting the typo in the resolution number correcting the year from 2023 to 2024 and proceeded to read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2024/2025 final budget and the non-ad valorem special assessment.

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and unanimously passed adopting Resolution No. 2024-04, approving the Fiscal Year 2024/2025 Final Budget, as presented and setting the fiscal year 2024/2025 final budget and non-ad valorem special assessment tax roll (assessment levy).

There being no further final budget and assessments business to conduct, Mrs. Perez adjourned the Public Hearing and simultaneously reconvened the Regular Board Meeting.

H. NEW BUSINESS

1. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Mrs. Perez presented Resolution No. 2024-03, entitled:

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez read the title of the resolution into the record, noting a start time of 6:15 p.m. on the following dates:

October 28, 2024 Amended Budget
February 24, 2025
April 28, 2025 Proposed Budget
June 30, 2025 Final Budget*
August 25, 2025
September 22, 2025

**Change from typical week date to accommodate the required 60 days for the Final Budget Public Hearing*

A **MOTION** was made by Supervisor Romero, seconded by Supervisor Javier and unanimously passed adopting Resolution No. 2024-03, approving the Regular Meeting Schedule for Fiscal Year 2023-2024, holding meetings at the Gardens by the Hammocks Clubhouse Meeting Room located at 15080 SW 116th Terrace, Miami, Florida 33196 with the start time of 6:15 p.m. and further authorizes the advertisement of same, as required by law.

2. Consider Ratification of Turf Park/Playground Hurricane Prep Tree Trimming Proposal

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and passed unanimously ratifying and approving the Turf Management Turf Park/Playground Hurricane Prep Tree Trimming Proposal dated May 30, 2024, in the amount of \$2,970 for the trimming of trees and palms at the Hammocks Park/Playground.

It was noted that this work had been completed.

3. Consider Ratification of Turf Clubhouse Hurricane Prep Tree Trimming Proposal

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and passed unanimously ratifying the Turf Management proposal dated May 30, 2024, in the amount of \$3,150 for the trimming of trees and palms at the Clubhouse grounds.

Mrs. Perez noted that this work had been completed.

I. OLD BUSINESS

There were no Old Business items to come before the Board.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Consider Ratification of Clubhouse Expenditures

Presented in the meeting book were expenditures from October 2023 through May 2024 for Board consideration.

A **MOTION** was made by Supervisor Djemil, seconded by Supervisor Javier and passed unanimously ratifying and approving the Clubhouse Expenditures, as presented.

K. PROPERTY MANAGER UPDATES

1. Property Manager Report

Ms. Barrios provided her Property Manager's Report and touched upon the following items:

- Repair of public park sidewalks
- Tree and palm trimming of Clubhouse and public park.
- Order new exit signs for the Clubhouse Park and Rules and Regulations sign for the pool.
- Cleaning of the Gardens by the Hammocks (HOA) storm drains based on the CDD inspection
- American Pool replaced the spa circulation housing.
- Update on Miami-Dade County request for parking spaces or alternative for no parking. We met with Joshua Veilleux, PROS Stewardship Manager, Community, Parks and Aquatics, Wild Lime Park Service Area, Miami-Dade County Parks, Recreation and Open Spaces on May 23, 2024.
- On-site meeting with Egis representative Charlen Wade, ARM AINS CPSI, Loss Control Consultant on May 23, 2024.

Both of the meetings held on May 23, 2024, were attended by Julia Barios, Ronald Galvis and Gloria Perez.

L. DISTRICT COUNSEL REPORT

1. SDS Ethics Training Memo

Mrs. Perez provided an overview of the Memorandum Regarding Required Ethics Training and Financial Disclosure that was presented in the meeting book, noting the recent changes to the Form 1 submittal currently being an online process and directing the Board to the provided links for their convenience.

2. 2023 Form 1 – Statement of Financial Interests

Mrs. Perez reminded the Board that this year’s filing requirement a completed 2023 Form 1 must be submitted prior to July 1, 2024, using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via a link at Login - Electronic Financial Disclosure Management System floridaethics.gov. She also noted that you will no longer be able to file your completed Form 1 through your local Supervisor of Elections’ office.

3. 2024 General Election and Candidate Qualifying Period

Mrs. Perez advised, pursuant to the Miami-Dade County Supervisor of Elections’ website https://www.voterfocus.com/CampaignFinance/candidate_pr.php?c=miamidade that no one had qualified for Seats 3, 4 or 5. The seats are currently held by the following:

- Seat 3 Tarik Djemil
- Seat 4 Alvaro Cabrera
- Seat 5 Max Riveros

M. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no further Board Member of staff closing comments

N. ADJOURNMENT

There being no further business to come before the Board, a **MOTION** was made by Supervisor Javier, seconded by Supervisor Romero and passed unanimously adjourning the meeting at 6:39 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Century Gardens at Tamiami Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 24th day of February, 2025.

ATTEST:

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Century Gardens At Tamiami Community Development District

**Amended Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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- IV **AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2016)**
- V **AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2017)**
- VI **AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2018)**

AMENDED FINAL BUDGET
CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Administrative Assessments	53,416	56,460	56,460
Maintenance Assessments	41,383	42,726	42,726
Clubhouse O&M Assessments	343,994	340,014	340,014
Debt Assessments - Series 2014 (Expansion Units)	431,583	430,392	430,392
Debt Assessments - Series 2016 (Original Units)	437,905	437,801	437,801
Debt Assessments - Series 2017 (Townhomes)	42,452	47,639	47,639
Debt Assessments - Series 2018 (Clubhouse)	305,685	302,302	302,302
Other Revenues	0	0	0
Other Revenues - Clubhouse	0	4,628	4,628
Interest Income	480	37,700	37,646
TOTAL REVENUES	\$ 1,656,898	\$ 1,699,662	\$ 1,699,608
EXPENDITURES			
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	1,500	0	0
Payroll Taxes (Employer)	115	0	0
Management	34,116	34,116	34,116
Legal	14,000	9,500	7,307
Assessment Roll	7,500	7,500	7,500
Audit Fees	6,000	5,800	5,800
Arbitrage Rebate Fees	1,300	1,300	650
Insurance	8,000	8,000	8,000
Legal Advertisements	850	3,000	1,926
Miscellaneous	800	800	588
Postage	500	190	176
Office Supplies	675	875	824
Dues & Subscriptions	175	175	175
Trustee Fees	17,000	16,496	16,496
Continuing Disclosure Fees	1,400	1,400	1,400
Website Management	2,000	2,000	2,000
Administrative Contingency	1,000	500	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 96,931	\$ 91,652	\$ 86,958
MAINTENANCE EXPENDITURES			
Engineering - Annual Report/Inspections	3,500	2,295	2,295
Park Landscaping Maintenance (Includes Mulch)	15,000	5,000	0
Park Maintenance	8,000	18,000	15,347
Street/Roadway & Stormwater System Maintenance	5,000	1,500	0
Irrigation System Pump Station Maintenance	2,400	1,000	0
FPL Power	1,800	1,000	0
Field Operation Management	1,200	1,200	1,200
General Maintenance	2,000	1,000	0
TOTAL MAINTENANCE EXPENDITURES	\$ 38,900	\$ 30,995	\$ 18,842
TOTAL CLUBHOUSE EXPENDITURES	\$ 423,483	272,764	223,930
TOTAL EXPENDITURES	\$ 559,314	\$ 395,411	\$ 329,730
REVENUES LESS EXPENDITURES	\$ 1,097,584	\$ 1,304,251	\$ 1,369,878
Bond Payments - Series 2014 (Expansion Units)	(405,688)	(411,243)	(411,243)
Bond Payments - Series 2016 (Original Units)	(411,631)	(417,267)	(417,267)
Bond Payments - Series 2017 (Townhomes)	(39,905)	(40,452)	(40,452)
Bond Payments - Series 2018 (Clubhouse)	(287,344)	(291,276)	(291,276)
BALANCE	\$ (46,984)	\$ 144,013	\$ 209,640
County Appraiser & Tax Collector Fee	(33,128)	(11,799)	(11,799)
Discounts For Early Payments	(66,257)	(62,411)	(62,411)
EXCESS/ (SHORTFALL)	\$ (146,369)	\$ 69,803	\$ 135,430
Carryover From Prior Year (Operating)	46,240	46,240	0
Carryover From Prior Year (Clubhouse)	100,129	100,129	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 216,172	\$ 135,430

FUND BALANCE AS OF 9/30/23	
FY 2023/2024 ACTIVITY	
FUND BALANCE AS OF 9/30/24	
LESS PROJECTED CLUBHOUSE FUND BALANCE AS OF 9/30/24	
OPERATING FUND BALANCE AS OF 9/30/24	

\$625,440
\$69,803
\$695,243
\$503,646
\$191,597

Notes

Carryover From Prior Year Of \$46,240 was used to reduce Fiscal Year 2023/2024 Assessments.
Carryover From Prior Year Of \$48,390 to be used to reduce Fiscal Year 2024/2025 Assessments.

AMENDED FINAL BUDGET
CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT
CLUBHOUSE
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
CLUBHOUSE REVENUES			
Clubhouse - O&M Assessments	343,994	340,014	340,014
Clubhouse - Rentals	0	2,738	2,738
Clubhouse - Key Fobs	0	1,170	1,170
Other Revenue - Clubhouse	0	720	720
Total Clubhouse Revenues	\$ 343,994	\$ 344,642	\$ 344,642
CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES			
Access Control	750	0	0
Alarm Monitoring	1,000	1,000	899
AC Maintenance/Repairs	3,000	2,000	1,020
Gym Equipment Maintenance	6,000	3,000	1,642
Telephone, Cable & Internet Service	3,800	3,800	3,001
FPL Power	15,000	12,500	11,567
General Maintenance & Repairs	30,000	10,000	6,749
Insurance - Property/Casualty/Liability	20,000	20,829	20,829
Irrigation Repairs & Maintenance	2,000	2,000	1,429
Janitorial Services & Supplies	25,000	20,000	17,335
Landscape Maintenance (Mulch & Plant Replacement)	31,000	27,000	24,296
Management Fees (Castle)	15,000	13,402	13,402
Office & Kitchen Supplies	1,800	1,800	1,628
Payroll - Club Staff	85,000	66,920	66,920
Payroll - Club Staff Health Insurance	8,000	5,300	4,793
Pest Control - Interior & Exterior	1,200	700	525
Pool & Spa Maintenance	30,000	27,000	24,238
Printing & Postage	500	0	0
Property Taxes	5,000	0	0
Water & Sewer	4,500	2,600	2,344
Computer Services	2,000	0	0
Security	30,000	10,913	10,913
Oversight & Financial Management	6,000	6,000	6,000
Contingency	30,000	20,000	4,400
Roof On Pool Room Project	15,000	15,000	0
Camera System Maintenance	3,000	1,000	0
Clubhouse Pool & Spa Diamond Brite Project	43,333	43,333	0
Clubhouse & Mail Hut Roof Replacement Reserve	5,600	5,600	0
TOTAL CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES	\$ 423,483	\$ 272,764	\$ 223,930
Clubhouse Revenues Less Expenditures	\$ (79,489)	\$ 71,878	\$ 120,712
County Appraiser & Tax Collector Fee	(6,880)	(2,454)	(2,454)
Discounts For Early Payments	(13,760)	(12,981)	(12,981)
Excess/ (Shortfall)	\$ (100,129)	\$ 56,443	\$ 105,277
Carryover From Prior Year	100,129	100,129	0
Net Excess/ (Shortfall)	\$ -	\$ 156,572	\$ 105,277

FUND BALANCE AS OF 9/30/23	\$447,203
FY 2023/2024 ACTIVITY	\$56,443
FUND BALANCE AS OF 9/30/24	\$503,646

Notes

Discounts and Fees Actual Amounts Estimated As
20.8% Of Total District Discounts & Fees.
Fund Balance Includes Reserves (Pool Spa - \$43,333 & Mail Hut Roof - \$5,600).
Reserves To Be Adjusted On 10-1-24.
Carryover From Prior Year Of \$100,129 was used to reduce Fiscal Year 2023/2024 Assessments.
Carryover From Prior Year Of \$93,355 to be used to reduce Fiscal Year 2024/2025 Assessments.

AMENDED FINAL BUDGET
CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2014 - EXPANSION AREA)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income	100	21,830	21,795
NAV Tax Collection	405,688	411,243	411,243
Total Revenues	\$ 405,788	\$ 433,073	\$ 433,038
EXPENDITURES			
Principal Payments	140,000	140,000	140,000
Interest Payments	255,350	257,550	257,550
Bond Redemption	10,438	0	0
Total Expenditures	\$ 405,788	\$ 397,550	\$ 397,550
Net Excess/ (Shortfall)	\$ -	\$ 35,523	\$ 35,488

FUND BALANCE AS OF 9/30/23
FY 2023/2024 ACTIVITY
FUND BALANCE AS OF 9/30/24

\$504,506
\$35,523
\$540,029

Notes

Reserve Fund Balance = \$102,961*. Revenue Fund Balance = \$437,068*.
Revenue Fund Account Balance To Be Used To Make 11/1/24 Bond Payment Of \$267,675 -
Principal Payment: \$140,000 - Interest Payment: \$127,675.
* Approximate Amounts

Section Of District Obligated To Pay Series 2014 Bonds:
Expansion Units

Series 2014 Bond Information

Original Par Amount =	\$6,175,000	Annual Principal Payments Due:
Interest Rate =	4.00% - 5.00%	November 1st
Issue Date =	September 2014	Annual Interest Payments Due:
Maturity Date =	November 2044	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$5,120,000	

AMENDED FINAL BUDGET
CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2016 - ORIGINAL UNITS)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income (2016)	100	21,240	21,208
NAV Tax Collection	411,631	417,267	417,267
Total Revenues	\$ 411,731	\$ 438,507	\$ 438,475
EXPENDITURES			
Principal Payments (2016)	245,000	245,000	245,000
Interest Payments (2016)	166,200	170,263	170,263
Bond Redemption	531	0	0
Total Expenditures	\$ 411,731	\$ 415,263	\$ 415,263
Net Excess/ (Shortfall)	\$ -	\$ 23,244	\$ 23,212

FUND BALANCE AS OF 9/30/23	\$378,846
FY 2023/2024 ACTIVITY	\$23,244
FUND BALANCE AS OF 9/30/24	\$402,090

Notes

Reserve Fund Balance = \$225,123*. Revenue Fund Balance = \$176,967*.
Revenue Fund Account Balance To Be Used To Make 11/1/24 Interest Payment Of \$82,069.
* Approximate Amounts

Section Of District Obligated To Pay Series 2016 Bonds:
Original Units

Series 2016 Bond Refunding Information

Original Par Amount =	\$5,860,000	Annual Principal Payments Due:
Interest Rate =	2.00% - 4.25%	May 1st
Issue Date =	August 2016	Annual Interest Payments Due:
Maturity Date =	May 2037	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$4,095,000	

AMENDED FINAL BUDGET
CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2017 - TOWNHOMES)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income (2017)	100	2,270	2,253
NAV Tax Collection	39,905	40,452	40,452
Total Revenues	\$ 40,005	\$ 42,722	\$ 42,705
EXPENDITURES			
Principal Payments (2017)	14,000	14,000	14,000
Interest Payments (2017)	25,183	25,419	25,419
Bond Redemption	822	0	0
Total Expenditures	\$ 40,005	\$ 39,419	\$ 39,419
Net Excess/ (Shortfall)	\$ -	\$ 3,303	\$ 3,286

FUND BALANCE AS OF 9/30/23	\$46,776
FY 2023/2024 ACTIVITY	\$3,303
FUND BALANCE AS OF 9/30/24	\$50,079

Notes

Reserve Fund Balance = \$10,195*. Revenue Fund Balance = \$39,884*.
Revenue Fund Account Balance To Be Used To Make 12/15/24 Bond Payment Of \$26,591 -
Principal Payment: \$14,000 - Interest Payment: \$12,591.
* Approximate Amounts

Section Of District Obligated To Pay Series 2017 Bonds:
Tract B Townhomes

Series 2017 Bond Information

Original Par Amount =	\$650,000	Annual Principal Payments Due:
Interest Rate =	2.00% - 4.25%	December 15th
Issue Date =	December 2017	Annual Interest Payments Due:
Maturity Date =	December 2047	June 15th & December 15th
Par Amount As Of 9/30/24 =	\$574,000	

AMENDED FINAL BUDGET
CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2018 - CLUBHOUSE)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 9/29/24
REVENUES			
Interest Income (2018)	100	17,400	17,369
NAV Tax Collection	287,344	291,276	291,276
Total Revenues	\$ 287,444	\$ 308,676	\$ 308,645
EXPENDITURES			
Principal Payments (2018)	105,000	105,000	105,000
Interest Payments (2018)	178,494	180,069	180,069
Bond Redemption	3,950	0	0
Total Expenditures	\$ 287,444	\$ 285,069	\$ 285,069
Net Excess/ (Shortfall)	\$ -	\$ 23,607	\$ 23,576

FUND BALANCE AS OF 9/30/23	\$400,340
FY 2023/2024 ACTIVITY	\$23,607
FUND BALANCE AS OF 9/30/24	\$423,947

Notes

Reserve Fund Balance = \$146,824*. Revenue Fund Balance = \$277,123*.
Revenue Fund Account Balance To Be Used To Make 11/1/24 Bond Payment Of \$194,247 -
Principal Payment: \$105,000 - Interest Payment: \$89,247.
* Approximate Amounts

Sections Of District Obligated To Pay Series 2018 Bonds:
Expansion Units & Tract B Townhomes

Series 2018 Bond Information

Original Par Amount =	\$4,850,000	Annual Principal Payments Due:
Interest Rate =	3.00% - 4.25%	November 1st
Issue Date =	September 2018	Annual Interest Payments Due:
Maturity Date =	November 2048	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$4,365,000	

RESOLUTION 2025-02

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

WHEREAS, the Century Gardens at Tamiami Community Development District (the “District”) is a local unit of special-purpose government created and existing under and pursuant to Chapters 189 and 190, *Florida Statutes*, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTURY GARDENS AT TAMiami COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit “A”**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 24th day of February, 2025.

ATTEST:

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

Exhibit “A”: Performance Measures/Standards and Annual Reporting

EXHIBIT “A”

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all District meetings

Objectives:

- Notice all District regular meetings, special meetings, and public hearings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required.
Achieved: Yes **No**
- Meeting minutes and post-meeting action completed.
Achieved: Yes **No**
- District records retained as required by law.
Achieved: Yes **No**

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year proposed budget and the final fiscal year budget.
- District amended fiscal year budget within 60 days following the end of the fiscal year.
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year proposed budget and the final fiscal year budget.
Achieved: Yes **No**
- District amended budget within 60 days following the end of the fiscal year.
Achieved: Yes **No**
- District accounts receivable/payable processed for the year.
Achieved: Yes **No**
- “No findings” for annual financial audit (yes/no)
Achieved: Yes **No**
 - If “yes” explain: _____

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s).
- Obtain all necessary contracted services for District operations and infrastructure.
- Determine all vendors are in compliance with District contracts.

Performance Measures:

- District insurance policies reviewed and in place.
Achieved: Yes **No**
- Contracted Services obtained for all District operations.
Achieved: Yes **No**
- All District contracts in compliance.
Achieved: Yes **No**

RESOLUTION 2025-03

**A RESOLUTION OF THE CENTURY GARDENS AT
TAMIAMI COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING MICHAEL J. PAWELCZYK AS THE
DISTRICT’S REGISTERED AGENT AND DESIGNATING
THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO
& RAMSEY, P.A. AS THE REGISTERED OFFICE**

WHEREAS, Section 189.014, Florida Statutes requires that the Century Gardens at Tamiami Community Development District (the “District”) designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the “Board”); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT DISTRICT, THAT:**

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

Section 3. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

Section 4. Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District’s Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED THIS _____ 24th _____ DAY OF
____ February _____, 2025.**

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair, Board of Supervisors

THIRD AMENDMENT TO AMENITY SERVICES AGREEMENT
(Hammocks at the Gardens Club)

THIS THIRD AMENDMENT TO AMENITY SERVICES AGREEMENT (the “Third Amendment” or “Amendment”) is made and entered into this ____ day of _____, 2025, by and between:

CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33401 (the “District”),

and

CASTLE MANAGEMENT, LLC, a Florida limited liability company, having its principal business address at 12270 SW 3rd Street, Suite 200, Plantation, Florida 33325 (the “Contractor”).

WHEREAS, the District entered into an Amenity Services Agreement (Hammocks at the Gardens Club) with Contractor, dated December 19, 2018, a First Amendment to Amenity Services Agreement (Hammocks at the Gardens Club), dated July 1, 2021, and a Second Amendment to Amenity Services Agreement (Hammocks at the Gardens Club), dated June 23, 2022 (collectively, the “Agreement”); and

WHEREAS, the District desires to amend the Agreement to eliminate the part-time Assistant Property Manager/Administrative Assistant position provided by the Contractor and to increase the hourly rate of the Property Manager by \$4, resulting in a corresponding reduction in the Contractor’s overall compensation; and

WHEREAS, the Board of Supervisors of the District at its meeting of February 24, 2025, authorized the District to enter into an amendment to the Agreement reflecting the modifications described in the preceding recital; and

WHEREAS, the District agrees to pay Contractor for its services pursuant to the Agreement as amended herein and in accordance herewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into and form a material part of this Amendment.

SECTION 2. Pursuant to Section 13 of the Agreement, the Agreement is hereby amended as set forth herein.

SECTION 3. Effective January 20, 2025, the position designated in the Agreement as a par-time Assistant Property Manager/Administrative Assistant is eliminated.

SECTION 4. Effective January 20, 2025, the breakdown of annual staffing costs set forth in Exhibit A-1 of the Second Amendment, as part of the Contractor's Proposal, is hereby superseded and replaced by the breakdown of annual staffing costs attached hereto and incorporated herein as Exhibit A-2. The Contractor's compensation for the Property Manager position shall be determined in accordance with the staffing costs reflected in Exhibit A-2.

SECTION 5. The parties agree that the District may increase the number of hours per day for the Assistant Property Manager/Administrative Assistant on an as-needed basis using the same hourly rates reflected in Exhibit A-2.

SECTION 6. The Agreement is hereby further amended to add the following provisions:

29. RESPONSIBLE VENDOR DETERMINATION. Pursuant to Section 287.057012, Florida Statutes, the District has not requested documentation of or considered the Contractor's or any other prospective vendor's social, political, or ideological interests when determining if the Contractor or other prospective vendor is a responsible vendor.

30. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or

- iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes. Pursuant to Section 287.057012, Florida Statutes, the District has not requested documentation of or considered the Contractor's or any other prospective vendor's social, political, or ideological interests when determining if the Contractor or other prospective vendor is a responsible vendor.

31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, 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 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

32. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the

District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes.

SECTION 7. This Third Amendment shall be effective upon execution by the parties retroactively to January 20, 2025.

SECTION 8. In all other respects not specifically amended by this Amendment, the original Agreement, dated December 19, 2018, as previously amended, is hereby ratified, reaffirmed, and shall remain in full force and effect as provided by its terms. Unless otherwise specified in this Amendment, the terms and conditions of the Agreement shall apply with equal force to this Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties executed this Second Amendment to Amenity Services Agreement and further agree that it shall take effect, except as otherwise provided herein, as of the Effective Date first above written.

ATTEST:

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT
DISTRICT**

Gloria Perez, District Manager
(as authorized by Motion of the Board
of Supervisors at its meeting of
February 24, 2025)

_____ day of _____, 2025

WITNESSES:

CONTRACTOR:

**CASTLE MANAGEMENT, LLC, a
Florida limited liability company**

[PRINT NAME OF WITNESS]

By: _____
Title: _____

[PRINT NAME OF WITNESS]

_____ day of _____, 2025

EXHIBIT A-2
ANNUAL STAFFING COSTS

Personnel	Currently Pay Rate	2025 Proposed Hourly Rate Effective 1/20/2025	Hourly Increase	Hours	Hours January 20th -September 30th,2025	2025 Total Pay	Burden	2025 Total Payroll
Property Manager (PT)	\$ 45.56	\$ 49.56	\$ 4.00	1040	728	\$ 36,079.68	1.26	\$ 45,460.40
Total Management Staff								\$ 45,460.40

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

- 1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- 2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
- 3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
- 4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____, 20__

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____ 20____, by _____ in his/her capacity as _____ for _____ (name of Nongovernmental Entity).

NOTARY PUBLIC

Personally Known OR
Produced Identification

Type of Identification Produced

February 24, 2025

RE: Century Gardens at Tamiami Community Development District Auditor Renewal

At the November 18, 2021, Century Gardens at Tamiami Community Development District Board Of Supervisors meeting, the firm of Grau & Associates was selected to perform the 9-30-2021, 9-30-2022 and 9-30-2023 year end audits of the District with an option to perform the 9-30-2024 and 9-30-2025 audits.

The fees for the 9-30-2021 audit was \$5,400. The fees for the 9-30-2022 audit was \$5,600. And the fees for the 9-30-2023 audit were \$5,800. The proposed fees for the 9-30-2024 audit is \$6,000, which is the budgeted amount for audit fees for Fiscal Year 2023/2024. The proposed fee for the 9-30-25 audit is \$6,200.

Management is pleased with the professionalism and the competence of the Grau & Associates partners and staff; therefore, management recommends that the Board approve the renewal option for the Fiscal Year Ending 9-30-2024 and 9-30-2025 audits for Grau & Associates.

Special District Services, Inc.

Clubhouse Interior Paint



Scope of Work Arking Solution:

Repairs, primer and paint. Main Lobby, Hall, & Gym: Walls, Doors, Molding, and Baseboards

15080 SW 116th TERRACE • Miami, Florida 33196
Phone (305) 590-8433

Scope of work for Elite:

1. Remove all nails, screws and anchors from Drywall.
2. Repair all holes, cracks and imperfections on the drywall.
3. Apply one coat of drywall primer to all repaired areas.
4. Apply an eggshell finish coat to a smooth and uniform finish.
5. Apply Semi-Gloss coating to all baseboards.
6. Prepare and paint 6 doors.
7. Prep and paint 2 attic access panels.
8. Prep and paint both poolside bathrooms.

Pictures of Clubhouse Paint Condition



Information	Elite	Arking Solution
Insurance	Yes	Yes
Warranty	No	No
Total	\$3,900	\$6,200

Date: 02/11/2025
 Prepared By: Julia Barrios

February 5, 2025

Att. Mrs. Julia Barrios
Castle Group.
Manager

Ref: GARDENS BY THE HAMMOCKS CLUB
INTERIOR PAINT WORK

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide CLUB HOUSE INTERIOR PAINT AND REPAIRS as per the site visit and list of activities.

SCOPE OF WORK:

Furnish Labor, Material & Tools.

Repairs, primer and paint.

Main Lobby, Hall, & Gym: Walls, Doors, Molding, and Baseboards.

Remove debris and trash.

TOTAL \$ 6,200=

TIME SCHEDULE:

3 Weeks

PAYMENT SCHEDULE:

50% Deposit

30% Upon progress Work.

20% Final



Not Included:

- Bathrooms
- Offices
- Permits

Best Regards,

Martha Arango

**Martha L. Arango
C.G.C.
Construction Manager**

APPROVED: _____

**SECOND AMENDMENT TO
SERVICE AGREEMENT
(Swimming Pool & Spa Maintenance)**

THIS SECOND AMENDMENT TO SERVICE AGREEMENT (the “Second Amendment” or “Amendment”), is made and entered into this ____ day of _____, 2025, by and between:

CENTURY GARDENS AT TAMAMI COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

APS OF HOLLYWOOD, LLC, a Florida limited liability company doing business as **AMERICAN POOL SERVICE**, whose principal address is 5819-A North Andrews Way, Fort Lauderdale, Florida 33309 (the "Contractor").

WITNESSETH:

WHEREAS, the District and the Contractor entered into a Service Agreement (Swimming Pool & Spa Maintenance), dated September 16, 2020, and a First Amendment to Service Agreement dated May 10, 2022 (the “First Amendment”) (collectively the “Agreement”); and

WHEREAS, due to increases in the cost of chemicals, other materials, labor, and transportation needed for the Contractor to perform the Services under the Agreement, the parties desire to amend the Agreement to adjust the compensation to be paid to Contractor for such Services, in accordance with the Contractor’s Proposal entitled, “Pool Maintenance Contract,” attached hereto and incorporated herein as Exhibit A-2 (the “Proposal”); and

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

Section 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Amendment and the Agreement.

Section 2. Effective as of January 1, 2025 (the “Effective Date”), the Agreement and the Proposal (as defined in the Agreement) are hereby amended to replace the Proposal attached as Exhibit A-1 to the First Amendment with the Contractor’s Proposal attached hereto and incorporated herein as Exhibit A-2, thereby updating and amending the term, “Proposal,” as defined in the Agreement.

Section 3. As of the Effective Date, Section 4.A of the Agreement is hereby amended and replaced with the following:

A. District agrees to pay Contractor **ONE THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$1,200.00)** per month for the Services as set forth in this Agreement and Proposal. Contractor shall invoice the District after each service is provided.

Section 4. As of the Effective Date, Section 5. of the Agreement is hereby amended and replaced with the following:

Section 5. Term and Effective Date. The Contractor shall commence work on October 1, 2020 (the “Effective Date”), and unless otherwise terminated in accordance with this Agreement, the initial term of the Agreement shall be one year (the “Initial Term”), which Initial Term, unless otherwise terminated pursuant to Section 6, shall automatically renew for extension terms of one year each.

Section 5. The Agreement is hereby further amended to add the following provisions:

Section 31. RESPONSIBLE VENDOR DETERMINATION. Pursuant to Section 287.057012, Florida Statutes, the District has not requested documentation of or considered the Contractor’s or any other prospective vendor’s social, political, or ideological interests when determining if the Contractor or other prospective vendor is a responsible vendor.

Section 32. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.

2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes. Pursuant to Section 287.057012, Florida Statutes, the District has not requested documentation of or considered the Contractor's or any other prospective vendor's social, political, or ideological interests when determining if the Contractor or other prospective vendor is a responsible vendor.

Section 33. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, 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 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 34. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes.

Section 6. This Second Amendment shall be effective upon execution by the parties retroactively to January 1, 2025.

Section 7. In all other respects not specifically amended by this Amendment, the original Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
THE SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment and agree that it shall take effect as of the Effective Date above written.

**CENTURY GARDENS AT
TAMIAMI COMMUNITY
DEVELOPMENT DISTRICT**

Gloria Perez, District Manager
(per Motion of the Board of Supervisors
at its meeting of February 25, 2025)

_____ day of _____, 2025

CONTRACTOR:

**APS OF HOLLYWOOD, LLC, a
Florida limited liability company
d/b/a AMERICAN POOL
SERVICE**

WITNESSES:

[PRINT NAME OF WITNESS]

[PRINT NAME OF WITNESS]

By: _____
Title: _____

_____ day of _____, 2025

(CORPORATE SEAL)

Exhibit A-2
Contractor's Proposal



**Century Garden at Tamiami Comm. Dev
Pool Maintenance Contract**

www.americanpool.com

Part 1 - General Specifications

American Pool Service, located at 5819-A North Andrews Way; Ft Lauderdale, FL 33309- agrees to provide the following services for Century Garden at Tamiami Comm. Dev located at 15080 SW 116 Terrace; Miami, FL 33196, beginning on 1/1/2025 and ending on 12/31/2025.

Services

American Pool Service, Inc. will be responsible for performing 3 weekly visits (weather permitting and excluding holidays) in which the following services will be performed as necessary:

1. Vacuum pool
2. Brush pool
3. Clean skimmer baskets and skimmer gutters
4. Clean waterline tile
5. Clean hair and lint strainer
6. Test pool water chemistry and adjust as needed
7. Skim pool surface to remove floating debris
8. Maintain filter room in a clean and safe condition
9. Backwash filtration system and/or clean filter cartridges
10. Inspect all equipment to ensure proper operation
11. Notify OWNER of any parts, repairs or chemicals needed

Facilities Included: (1) pool(s); (1) spa(s); (0) fountain(s); (0) wading pool(s)

Balancing Chemicals Included?: No

Water Balancing Chemicals (i.e. Isocyanuric Acid Stabilizer, Calcium Chloride and Sodium Bicarbonate) are not included in this proposal if noted above. These chemicals will be billed every 6 months at a cost of \$390.00. If you would like to include these chemicals in your contract and not be billed additionally, please initial in the space provided to the right.

By initialling this option, the contract price listed below will be increased by \$65.00 per month.

Initial:

Special Notes:

This Agreement may be canceled by either party with a Thirty (30) day written notice. This proposal is to provide 3X a week full pool service & 2X a week chemical testing and logging results, only (Saturday & Sundays not included). Any other services needed on chemical testing visits would be additional.

American Pool will keep a log book with the chemicals readings as required by the Health Department.

American Pool will maintain all life rings, ropes, Sheppard hooks, filter pressure gauges, and flow meters. Inform the Management of any replacement or repair needed

American Pool will clean the chemical controller probes (1) per month

Compensation and Terms:

The charge for the services listed above shall be: **# Visits/Week: 3 \$1,200.00 Per Month**

Any chemicals, parts or repairs over the amount of \$100.00 will be submitted to the owner in writing for approval prior to American Pool Service commencing corrective action. All invoices presented to OWNER will be paid in full within 30 days of the invoice date or will be subject to a 1.5% per month finance charge (18% annually). This agreement is subject to the terms and conditions attached in Parts 2-7.

Accepted:

Owner/Agent

Neil Gates President

Date: _____ Date: _____

5819-A North Andrews Way * Ft Lauderdale, FL 33309- * Phn:(954) 792-1191 * Fax:(954) 792-1226

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 2 - CHEMICALS AND SUPPLIES

CONTRACTOR will supply all chemicals necessary to adjust the chlorine and pH levels in the pool. In addition all water balancing chemicals will be provided by the Owner, (Balancing chemicals to include Calcium Chloride, Sodium Bicarbonate and Cyanuric Acid). Any special Chemicals needed (i.e. phosphate remover, algicides ,etc) will be in addition to the base monthly contract, with prior OWNER approval. Chemicals, clean-up, high water level removal due to weather will be billed in addition to the monthly contract.

PART 3 – OWNER’S RESPONSIBILITIES

REPAIRS, BILLS, AND INVOICES: It is agreed and understood that the OWNER shall pay all repair bills and invoices submitted to OWNER by CONTRACTOR within 30 days of receipt. It is agreed and understood that this covenant is an independent covenant of this contract. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full.

All applicable taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented in this agreement and shall be applied as an extra to all invoices as applicable.

Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.

PART 4 – DEFAULT/ LIQUIDATED DAMAGES

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement terminated and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney’s fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination.

PART 5- BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

PART 6- INSURANCE

CONTRACTOR shall maintain at its sole cost Comprehensive General Liability covering the legal liability for both bodily injuries and property damages as well as Workers Compensation Insurance and Commercial Automobile Insurance. The total Insurance Coverage provided including umbrella is \$22 MILLION. If coverage falls below 5 MILLION combined liability and umbrella, OWNER will be notified. Owner will be furnished a certificate of insurance stating such.

PART 7- MISCELLANEOUS

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement in behalf of each party.

OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.

Accepted:

Owner/Agent

Neil Gates

President

Date: _____

Date: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____, 20__

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____ 20____, by _____ in his/her capacity as _____ for _____ (name of Nongovernmental Entity).

NOTARY PUBLIC

Personally Known OR
Produced Identification

Type of Identification Produced



Century Garden at Tamiami Comm. Dev
Proposed Parts and Service

Qty	Description	Price	Extended	Initial
2	Pool - Provide (2) complete Pentair CC420 cartridge filters	\$1,942.30	\$3,884.60	_____
1	Labor to replace the (2) CC420 filters assuming we will be able to reuse the current filter unions	\$795.00	\$795.00	_____
	If any plumbing is needed, this work will be additional			_____
		Tax:	\$0.00	
		Total:	\$4,679.60	

AP WO 240096

Accepted:

Owner/Agent

Neil V Gates - President

Date: _____

Tuesday, October 1, 2024

Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.



Century Garden at Tamiami Comm. Dev
Proposed Parts and Service

Qty	Description	Price	Extended	Initial
1	Spa - Provide (1) complete Pentair CC320 filter	\$1,773.40	\$1,773.40	_____
1	Labor to replace the CC320 filter assuming we will be able to reuse the current filter unions	\$395.00	\$395.00	_____
	If any plumbing is needed, this work will be additional			_____
	Labor rate to be discounted if spa and pool filters are approved and installed together	Tax:	\$0.00	
		Total:	\$2,168.40	

AP WO 240099

Accepted:

Owner/Agent

Neil V Gates - President

Date: _____

Tuesday, October 1, 2024

Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.



1/28/25.

Century Gardens at Tamiami CDD
15080 SW 116 TER
Miami, Fl. 33196

RE: Root Bio-Barrier installation at pool

Clubhouse/Pool

We propose to install 164 linear feet of Bio-Barrier for the roots of 4 Sylvester palms in the pool area and 2 Alexander palms in the front of the clubhouse. We shall remove the pavers around area of proposed work. Cut and remove any roots that are obstructing the areas. Then we shall trench 24" below surface and install Bio-Barrier. Lastly we will cover up trench and leave it ready for paver company to reinstall the pavers.

** Price includes removal and disposal of debris generated in this job**

Our Charge: \$ 5,890.00

Acceptance of proposal:

Fernando Toledo
ISA Certified Arborist
Turf Management

Date: _____

This proposal becomes a Contract upon acceptance by both parties.

Pavers Repair



Scope of Work:

- Repair pool deck and walkways pavers of the Clubhouse

15080 SW 116th TERRACE • Miami, Florida 33196
Phone (305) 590-8433

Pictures of Uneven Pavers at the Clubhouse



Information	Cricket	Elite	Arking Solution
Insurance	Yes	Yes	Yes
Warranty	1 year labor	No	No
Square Feet	1500 SF	1250 SF	1200 SF
Total	\$9,000	\$12,350	\$7,500

Date: 02/11/2025
 Prepared By: Julia Barrios



CGC1529307 - Cricket Pavers Address: 1951 NW 7th Ave, Miami, FL. 33136 – PH: (305) 925 - 8124

Date: 02/01/2025

Customer Name & Address: Century Gardens at Tamiami 15080 SW 116th Terr, Miami, FL.

Project: Pool Paver Repair

Scope of Work:

1. Grade, Prep, Compact, Apply 7 Yard of Concrete Sand for Sub Base. (Debris Removal does not include trees, hedges, roots, wood, or any debris not associated with cricket pavers scope of work).
2. Lift & Relay 1500 SF of pool deck & walkway pavers.
4. Form & Pour Concrete on borders that are broken where repair is taking place to prevent paver movement.
5. Supply and install fine mason sand into paver joints.
6. Clean Jobsite.

PRICING:

Lift & Relay Pavers: \$9,000.00

WARRANTY: ALL PAVER INSTALLATIONS AND REPAIRS ARE WARRANTED AGAINST SINKING AND SHIFTING FOR (1) YEAR.



CGC1529307 - Cricket Pavers Address: 1951 NW 7th Ave, Miami, FL. 33136 – PH: (305) 925 - 8124

TERMS AND CONDITIONS

OWNER OR REPRESENTATIVE: As used herein, the words “Owner or Representative” shall mean either the owner of the premises of the job site or the Owner’s Representative authorized to accept the proposal made on the front of the page.

CONTRACTOR: As used herein, the word “Contractor” shall mean either the Owner or Representative of Cricket Pavers.

UTILITIES: Owner/Representative agrees to provide adequate water and electricity as may be required.

REMOVALS/CONCRETE REMOVALS: Excavation and demolition comes with a risk. Cricket Pavers is not responsible for damages associated to your property during demolition such as Stucco damage, damages to tiles, plumbing, electrical, sprinkler lines, water lines, cable wires, phone lines, septic tanks, sidewalks, sod and or any other underground items are the responsibility of the Owner. Cricket Pavers is not responsible to landscape areas where work was performed. Cricket Pavers will not dispose of any trees, roots or landscape shrubbery. Please note that existing sidewalk must be a minimum of 6 inches thick and if inspector fails inspection because existing sidewalk does not meet code the owner is responsible for replacing existing sidewalk.

PERMITS: Customer must supply survey. If pre-existing conditions are deemed unacceptable to the city inspector, homeowner is responsible for any additional costs required to meet Code. Customer pays for all City Permit Fees.

PERSONAL PROPERTY: Owner agrees that all equipment and materials placed on His property for use in Construction will remain in the Personal Property of the Contractor until the sums due the Contractor under his contract have been paid in full.

ACCIDENTS: Every attempt will be made to mark off areas where work is in progress. However, it is the responsibility of the Owner to keep any non-authorized personnel from these areas. Cricket Pavers cannot accept any responsibility for any accidents or liabilities whether they occur on the premises marked off or not.

WORK BY OTHERS: Cricket Pavers does not guarantee and shall under no circumstances be liable for work performed by others at the job site or for any work not included in this contract.

APPEARANCE: Marble is a natural product, with various shades and textures, which will vary from pallet to pallet. Brick Paver blended colors also contain various shades and will also vary from pallet to pallet. Once a selection is made on the contract, and delivered to the job site, there are NO refunds or returns. Free calcium deposits within the pavers cause efflorescence, which then react with carbon dioxide to form a white calcium deposit. With further exposure, this in turn will be changed to a highly soluble calcium hydrogen carbonate, which will be washed away with water/rain. Please note that if the configuration of the work areas is not a perfect geometric shape like a square or rectangle there might be small cuts made to achieve the proper fit. Please note that this is a remodel job and unexpected problems that were not originally budgeted for can arise and the owner is responsible for any unexpected expense. Pavers are usually installed on a sand base and on top of natural soil terrain, it’s normal for some pavers to be uneven after installation.

PRICE: The price stated on the front page hereof shall be the consideration to be paid for the performance by Cricket Pavers of its proposal unless otherwise modified. The price shall be paid in accordance with the terms for payment on front page.

DEFAULT IN PAYMENT: Time for payments of the price hereunder is of the essence. In the event payments of the price to be paid hereunder are not received when due, Cricket Pavers shall have the right to stop its work and bring an action for the value of its work to the time of stoppage.

ATTORNEYS FEES: If Cricket Pavers seeks to collect any money due hereunder through an attorney, by lawsuit or otherwise, Owner/Representative agrees to pay all costs and reasonable attorney fees for efforts, litigation, and appeals.

DELAYS: Contractor shall not be held responsible or liable for delays in performance or failure of performance under the terms of this agreement when such delay or failure is due to or caused by conditions beyond the Contractors control, such as strikes, adverse weather, inability to get material, or other causes or conditions.

Cricket Paver Signature

Owner Signature

February 5, 2025

Att. Mrs. Julia Barrios
Castle Group.
Manager

Ref: GARDENS BY THE HAMMOCKS CLUB
EXTERIOR PAVERS REPAIRS.

ARKING SOLUTIONS INC. is pleased to submit the following proposal to provide
POOLS DECK PAVERS REPAIRS.
as per the site visit and list of activities.

SCOPE OF WORK:

Furnish Labor, Material & Tools.

Remove damaged pavers areas around the planters, pool access and pool equipment area.
Compaction areas, provide sand and new pavers if is needed.
Disposal debris and trash.

Pool pavers planters area Aprox. 250 SF
Access and Pool equipment area Aprox. 950 SF.

TOTAL \$ 7,500=

TIME SCHEDULE:

6 Weeks

PAYMENT SCHEDULE:

50% Deposit
30% Upon progress Work.
20% Final

Not Included:

- Permits

Best Regards,

Martha Arango

**Martha L. Arango
C.G.C.
Construction Manager**

APPROVED: _____



1100 NW 72nd Ave
 Miami, Florida 33126
 Website: www.RegionsSecurity.us

Tel: (305) 517-1266
 Fax: (305) 517-1267
 Tel: (877) 505-7774

Financial Consideration Agreement

Account Information	Site Information
Century Gardens at Tamiami CDD c/o Special District Services, Inc. 8785 SW 165th Avenue #200 Miami, FL 33193 Attention: Gloria Perez, District Manager Direct (786) 347-2711 Email: gperez@sdsinc.org	Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196

Security Guard Services Pricing		
Description	Quantity	Billing Rate
Unarmed Security Officer Class "D" Security Licensed in accordance with the Florida Department of Agriculture and Consumer Services Division of Licensing, unarmed, proven customer service skills, and strong communication skills. Pool Schedule: Saturday-Sunday 10:00 am to 8:00 pm Duration: Annually from June - October	20 Weekly Hours	\$25.86 Per Hour
Unarmed Security Officer for Events Class "D" Security Licensed in accordance with the Florida Department of Agriculture and Consumer Services Division of Licensing, unarmed, proven customer service skills, and strong communication skills. Note: A 4-hour minimum required.	4 Hours	\$38.79 Per Hour

Commencement Date: _____

Expiration Date: _____

Agreed To and Accepted By:

Client Representative Signature: _____

Client Representative Name: _____

Client Representative Title: _____ Date: _____

Added Values Included at No Additional Cost

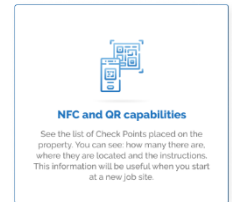
Technology Device with Phone Line

One (1) technology device for real-time incident and shift activity reporting with dedicated phone line. All discrepancies and violations will be reported to the client electronically. Incident Reports shall be completed in the event an incident occurs.



Guard Tour System (if applicable)

One (1) guard tour system shall be used to monitor if security personnel assigned to a tour patrol task are completing their duties on time and at their correct locations. This feature is a software compliment of the technology device as shown above. Small QR Code cards or NFC tags are placed strategically in all critical locations to mark the exact time and place security personnel conducted their inspection of that assigned area.



Parking Compliance (if applicable)

Equipment and materials such as Violation Warning Notices shall be supplied to record and monitor parking violations in accordance with the prescribed Rules and Regulations while patrolling all common areas of the property.



Comprehensive Post Order Development and Semiannual Post-Specific Training

Post Orders shall be developed and updated as per the client's needs. Traiing shall be provided to security personnel as needed or as required.



Field Supervision & Property Inspections

Field Supervisors are assigned to inspect the property and security personnel on a random basis. Field Supervisors shall conduct property inspections and report lighting and parking issues when observed to the client.

24/7 Dispatch Communication Center

Client and security personnel can contact our Dispatch Communication Center 24 hours a day 7 days a week for assistance.

Specialized Training Session & Concealed Firearms License Class

Regions can provide one training session per year on relevant topics such as Active Shooter Preparedness or Workplace Violence Prevention by a certified instructor. Regions can also provide five (5) Conceal Carry Firearm License instruction provided by a certified Firearms Instructor at no additional cost.



Security Guard Management System



Added Values: At no additional cost to the client, Added Values shall be provided. Additional services not described herein shall be addressed and approved or disapproved in writing.

Alternative Products & Services – Not Included









Security Officer Training Course – \$200 Per Student

Regions Security Services offers an 8-hour security course which is structured to review basic information from initial training and provide students with updated and enhanced information on the duties and responsibilities of a security guard. Regions prides itself on staying on top of the latest security trends. Topics covered include:

- Role of the security guard
- Legal powers and limitations
- Emergency situations
- Access control
- Ethics and conduct
- Communications and public relations

Background Screenings

Regions provides premium quality background screenings to add ease to properties' applicant selection process. Our reports can be customized to your approval criteria to guarantee a clear-cut answer when reviewing applications. Reports are easy to read and can be either saved on a computer or printed for Client's records.

			
CREDIT REPORT WITH FICO SCORE	EMPLOYMENT VERIFICATION	NATIONAL EVICTION RECORDS	NATIONAL CRIMINAL RECORDS
			
DRIVING RECORDS	EDUCATION VERIFICATION	SEX OFFENDER REGISTRY	DRUG SCREEN PANEL

Virtual Guard Services

Regions provides an efficient and reliable gated entrance monitoring service that is staffed 24 hours a day, 365 days a year, using trained operators responsible for using commercially reasonable efforts in greeting guests; maintaining traffic flow; and verifying that visitors are on an approved visitor list, subject to any post orders by Client, and to the Security System and Client's Gates functioning under normal conditions.



Remote Video Surveillance

Regions' Remote Surveillance Professionals (RSP) watch the property through event-based monitoring with advanced video analytics or sensors. RSP's may have the capability to see, hear, and speak to the activities taking place on the premises. RSP's may use two-way voice communications upon a confirmed threat and will contact Client and or local authorities to report the threat on the premises.



Security Services Agreement Terms & Conditions

This agreement (this "Agreement") entered into as of this _____ day of _____ 2025 by and between REGIONS SECURITY SERVICES, INC. "AGENCY" a corporation formed under the laws of the State of Florida, having its principal office at 1100 NW 72nd Ave, Miami, 33126; and "CLIENT", as described on the Financial Consideration Agreement No. 0022025 (hereinafter "FCA").

WHEREAS, AGENCY is engaged in the business of providing various types and classifications of Security Services:

And WHEREAS, CLIENT desires to hire AGENCY to provide security services, as hereinafter described and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises herein contained and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to the terms and conditions set forth herein, which CLIENT has read and accepted.

1. SECURITY SERVICES:

- a. During the term of this Agreement, CLIENT hereby hires and agrees to use, on an exclusive basis, and AGENCY hereby agrees to provide CLIENT, the security services described on the FCA to this Agreement.
- b. The number of security personnel, manned posts, their location, and the hours and nature of the security duties may be varied at the CLIENT'S request to meet CLIENT'S requirements: provided however, that any variations or amendments from the FCA shall be in writing and signed by both parties in order to be effective.
- c. Security personnel shall perform such security services as the CLIENT may request in writing from time to time, so long as approved by AGENCY in writing. All security personnel shall be and remain employees of AGENCY, which is an independent contractor of CLIENT. The payment of wages, federal and state taxes, social security, and unemployment compensation taxes shall be the sole function and responsibility of AGENCY. AGENCY may utilize the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement.
- d. CLIENT acknowledges that the degree and amount of security services provided by AGENCY are based upon the desires and directions provided by CLIENT; and that additional services are available at additional cost. CLIENT acknowledges that the furnishing of security services provided for herein by AGENCY does not guarantee protection against all contingencies. AGENCY shall have no obligation to suggest or recommend additional services to CLIENT; and any suggestions or recommendations made by AGENCY shall not constitute or be deemed an acknowledgment that the level or type of services being provided under this Agreement are not sufficient or adequate for the task required.
- e. In the event AGENCY provides service to any additional locations of CLIENT after the date of this Agreement, whether or not specifically enumerated on the FCA, CLIENT shall be bound by all of the terms and conditions, including rates, set forth herein.
- f. AGENCY shall furnish properly equipped security personnel to perform security services at the CLIENT'S installations located as stated on the FCA.

CLIENT Representative Signature: _____

Date: _____



- g. AGENCY agrees that the security services covered by this Agreement shall be performed in accord with accepted security practices and standards. AGENCY further agrees that upon request by the CLIENT, it will reassign any of its employees who in the opinion of the CLIENT are not satisfactory.
- h. Security personnel shall perform all duties in accordance with written instructions as agreed upon between the CLIENT and AGENCY which shall be set forth in FCA, attached hereto and made a part of this Agreement.

2. TERM:

- a. Services furnished by AGENCY shall commence on the COMMENCEMENT DATE stated on the FCA and shall continue for one (1) year unless this Agreement expires or is terminated in accordance with the terms hereof.
- b. This Agreement is for a specific term that is, with a fixed COMMENCEMENT DATE and an EXPIRATION DATE stated on the FCA:
 - i. This Agreement may be canceled by either party with cause, which shall require thirty (30) days' prior written notice delivered in accordance with paragraph 7 below.
 - ii. This Agreement shall renew for successive like terms, subject to all terms and provisions of this Agreement, unless CLIENT shall give no less than sixty (60) days' prior written notice in accordance with paragraph 7 below of its intention that this Agreement not be renewed.
 - iii. In the event CLIENT terminates this Agreement without the required notice (a "Termination Breach"), CLIENT shall pay to AGENCY an amount equal to the aggregate amount invoiced by AGENCY to CLIENT for the ninety (90) day period immediately preceding the termination date, which sum shall constitute "Liquidated Damages." The undersigned parties intend that the Liquidated Damages constitute compensation, and not a penalty. Furthermore, the undersigned parties acknowledge and agree that AGENCY's harm caused by the Termination Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Termination Breach. CLIENT's payment of the Liquidated Damages shall be CLIENT's sole liability and entire obligation and AGENCY's exclusive remedy in the event of a Termination Breach.
- c. In the event CLIENT determines that cause exists for the termination of this Agreement, CLIENT shall give written notice to AGENCY in the manner specified in paragraph 7, below stating with particularity the alleged "cause". AGENCY shall then have a period of fifteen (15) business days from the receipt of such notice to cure to CLIENTS reasonable satisfaction, failing which CLIENT may elect to terminate this Agreement.
- d. In addition to all other rights and remedies available to AGENCY pursuant to this Agreement or by law, AGENCY shall have the right to terminate this Agreement if CLIENT fails to pay any amount when due hereunder and such failure continues for ten (10) consecutive days after CLIENT'S receipt of written notice of nonpayment; provided, however, that the preceding notice and cure requirements imposed on AGENCY shall cease to apply, and AGENCY may terminate this Agreement without prior notice or cure period, in the event that CLIENT fails to pay any amount when due hereunder more than three (3) times in any twelve (12) month period.

CLIENT Representative Signature: _____

Date: _____



3. RATES:

- a. CLIENT shall pay to AGENCY the base rates set forth on the FCA for the services enumerated therein.
- b. There shall be five (5%) percent increase as to all billing rates for services provided effective on January 1st of each calendar year.
- c. Billing rates are subject to applicable sales and use tax rates.
- d. Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- e. Additional service requests requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates. All hours over forty hours worked by an employee, specifically requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates.
- f. AGENCY shall invoice biweekly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.
- g. In the event of any change in any law, regulation, ruling, or other such mandate, after the execution of this Agreement, by any authority having restriction over the subject matter, which alters the hours of service, rates of day, working conditions, or cost of performing the service herein provided for, CLIENT agrees that this Agreement shall be automatically subject to change to take into account such increased cost factors.
- h. In the event that AGENCY becomes subject to any additional charges, taxes, fees, or costs relating directly or indirectly to the performance of security services, or on account of the location, character, nature or other aspect of CLIENT'S operations or locations, then such additional charges, taxes, fees, or costs, shall be considered "pass through" expenses and CLIENT shall be liable for its reasonably allocable share of same in addition to all other rates and charges stated herein, and said "pass through" expenses shall be paid by CLIENT as invoiced by AGENCY. If such "pass through" expenses can be computed on the basis of hours of services performed, then the Base Rates, Overtime Rates, and Holiday Rates otherwise stated shall be adjusted accordingly. CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.
- i. Should a condition arise which calls for a substantial increase in the number of security personnel normally used to service CLIENT, AGENCY shall have a reasonable time in which to provide such security personnel. In such event, or in the event of a strike, walk-out, slow-down or other labor dispute or difficulty, whether approved by a labor agreement or not, CLIENT and AGENCY agree to negotiate a change in the rates charged CLIENT during the pendency of such condition.
- j. In the event AGENCY experiences an increase in its cost resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by AGENCY hereunder or by or in respect of AGENCY to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or worker's compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by AGENCY pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage

CLIENT Representative Signature: _____

Date: _____



increase in AGENCY'S costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. AGENCY will provide CLIENT notice of such change in the Billing Rates. Notwithstanding anything contained in this paragraph to the contrary, AGENCY may pass through the costs set forth in sub-clauses (1) – (4) of this paragraph to Client as incurred or accrued and CLIENT shall pay AGENCY for such costs. "Healthcare Reform Legislation Costs" shall mean the cost incurred by AGENCY in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and related statutes and regulations (as amended hereafter, the "Act"). CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

4. LIABILITY AND CLAIMS; INSURANCE:

- a. It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- b. In no event shall AGENCY be liable to CLIENT for any claim other than one which arises during the performance of services under this Agreement and which is caused by the gross negligence or intentional misconduct of AGENCY, its employees or agents, and in no event shall AGENCY be liable for any claim caused, directly or indirectly, or in whole or in part, by the acts or omissions of CLIENT or third parties, or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- c. In the event of any claim for which AGENCY is liable, CLIENT agrees that AGENCY liability shall be limited to an amount not to exceed the maximum general liability policy limit required to be carried by AGENCY pursuant to paragraph 4(k) of this Agreement. The limitation of liability set forth in this paragraph 4(c) shall not apply to (i) liability resulting from AGENCY'S gross negligence or willful misconduct and (ii) death or serious bodily injury resulting from AGENCY'S acts or omissions.
- d. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder confer any rights on any other party as third-party beneficiary, or otherwise.
- e. Each party to this Agreement shall defend indemnify and hold harmless the other party, and its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its duties and obligations under this Agreement or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this Agreement.
- f. CLIENT shall give written notice to AGENCY, by registered or certified mail, return receipt requested, of a claim or potential claim arising out of or relating to this Agreement, or the services provided by AGENCY hereunder, within thirty (30) days following the date on which CLIENT knew or should have known of the existence of such claim or potential claim. Such notice shall contain sufficient information as to the time, place, date, nature and extent of the incident giving rise to such claim or potential claim as will enable AGENCY to be properly advised and make a reasonable assessment thereof. Such written notice shall be addressed to the president of AGENCY at the address of AGENCY prescribed in paragraph 7 below.
- g. CLIENT shall provide reasonable cooperation to AGENCY and to such insurer(s) as AGENCY may designate in order that the claim or potential claim may be fully investigated and evaluated by such insurer(s) CLIENT acknowledges that any failure to provide such cooperation may result in the denial of its claim.

CLIENT Representative Signature: _____

Date: _____



- h. No actions, suits, or proceedings to recover any claim arising out of or relating to this Agreement or the services provided by AGENCY shall or may be brought against AGENCY by CLIENT or by any person or party deriving rights or claiming through CLIENT unless written notice of such claim was given to AGENCY in the manner and form set forth in this paragraph 4.
- i. Subject only to the second sentence of this paragraph 4(i), the undersigned parties hereby agree to perform their respective duties and obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by the other party whether under this Agreement, applicable law or otherwise and whether relating to the other party's breach or otherwise. The foregoing waiver shall not apply to money damages awarded to a party in a final, non-appealable judgment entered against the other party.
- j. IF CLIENT agrees security personnel to operate any vehicle during the course or their duties, other than personal vehicle belonging to security personnel or one supplied by AGENCY, CLIENT agrees to indemnify and defend AGENCY against any claims, losses or other expenses that may arise from the use of said vehicle.
- k. AGENCY shall, at its own expense, maintain and carry commercial general liability insurance, workers compensation liability insurance and automobile liability insurance in full force and effect in a sum of no less than One Million Dollars (\$1,000,000) per occurrence with a financially sound and reputable insurer. Upon CLIENT'S request, AGENCY shall provide CLIENT with a certificate of insurance from AGENCY'S insurer evidencing the insurance coverage specified in this paragraph 4(k). The certificate of insurance shall name CLIENT as an additional insured. AGENCY shall provide CLIENT with 15 days' advance written notice in the event of a cancellation or material change in AGENCY'S insurance policy.

5. HAZARDOUS OR DEFECTIVE CONDITIONS/ MATERIALS:

- a. CLIENT agrees to comply with all safety or health-related laws, or government requirements, including but not limited to, all OSHA requirements, including Hazard Communication Standards, and will indemnify and hold AGENCY harmless from all claims and liabilities, including injuries to AGENCY personnel, including employees or agents, arising out of a condition existing at CLIENT'S premises, or CLIENT'S violation of any such laws or requirements.
- b. CLIENT further agrees to: (i) make available to AGENCY the Material Safety Data Sheet (MSDS) for each hazardous chemical to which AGENCY personnel may be exposed at CLIENT'S premises: and (ii) inform AGENCY of: (a) precautionary measure that need to be taken to protect AGENCY personnel, and (b) CLIENT'S hazardous material labeling system.

6. PROHIBITION AGAINST SOLICITATION AND/OR EMPLOYMENT OF REGIONS' PERSONNEL:

It is hereby acknowledged and agreed by the parties that AGENCY is not an employment agency, and that AGENCY has made a substantial investment in its employees. Therefore CLIENT covenants and agrees that (i) during the term, or any extension, of this Agreement, and for a period of one (1) year after its expiration or termination, CLIENT shall not, under any circumstances whatsoever, directly or indirectly through an affiliate, contractor (including, but not limited to, other security firms or agencies) or other agent, solicit for employment or hiring, or employ or engage as an independent contractor, any current or former employee of AGENCY or AGENCY'S successor or assign, (ii) the damages resulting from CLIENT'S breach of the foregoing covenant will not be readily ascertainable and (iii) in the event CLIENT shall violate, or cause or permit the violation of, the restriction and prohibition in clause (i) above, it is expressly agreed that liquidated damages in the amount of \$8,000 for each such AGENCY employee or former employee shall be due and payable to AGENCY on account of its investment in the recruitment, testing, training and supervision of such employees. Notwithstanding the foregoing, in the event that AGENCY shall employ any of CLIENT'S personnel, such personnel will be exempt from this provision.

CLIENT Representative Signature: _____

Date: _____



7. NOTICES:

- a. Except as otherwise provided in paragraph 4 of this Agreement, all notices, request, demands and other communications required or contemplated herein shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the receiving party to the attention of its president at the address set forth in the preface to this Agreement (if to AGENCY) or the first page of the FCA (if to CLIENT), or to the following fax numbers or e-mail addresses (or at such other address, fax number or e-mail address for a party as shall be specified in a notice given in accordance with this paragraph 7(a)):

AGENCY

Fax: (305) 517-1267

E-mail: crivero@RegionsSecurity.us

CLIENT

Fax: _____

E-mail: _____

- b. CLIENT shall give written notice to AGENCY not less than thirty (30) days prior to the intended sale or disposition, in any manner, of the CLIENT, its business, or of the facility or property which is the subject of this Agreement. In the event of any action or other litigation or proceeding which may have the effect of impacting adversely upon the CLIENT or its business including but not limited to, a foreclosure action, receivership or bankruptcy proceeding, CLIENT shall give notice to AGENCY immediately upon the occurrence or upon CLIENT first becoming aware of such occurrence.

- 8. ATTORNEYS FEES:** In the event it shall become necessary for AGENCY to refer any amounts due from CLIENT to an attorney for collection, or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other all costs of collection and/or enforcement, including reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at all levels, including appeal.

9. BINDING EFFECT:

- a. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns.
- b. In the event of any sale or other disposition of the CLIENT or of the premises or property which is the subject of this Agreement, then in that event, the transferee shall be and shall remain responsible for any obligations or CLIENT outstanding as of the date of transfer, and for all terms and provisions of this Agreement.

- 10. RECORDING:** At the option of AGENCY, this Agreement may be recorded in the county in which the real estate being protected is situated, and shall thereupon effect a lien upon the said real estate in favor of AGENCY to the extent of any obligations owed under this Agreement, whether then owed or subsequently accruing, including but not limited to, interest, late charges, reasonable attorneys' fees, and costs of suit.

- 11. SEVERABILITY:** If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the Invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect, and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

CLIENT Representative Signature: _____

Date: _____



- 12. MATERIALITY:** All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement.
- 13. ENTIRE AGREEMENT:** This written Agreement, together with the FCA, contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.
- 14. MODIFICATION:**
- a. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.
 - b. AGENCY sales personnel are not authorized to sign, change, or amend this Agreement neither this Agreement, nor any modification thereto, shall become binding upon AGENCY until executed by an authorized manager or corporate officer of AGENCY.
- 15. GOVERNING LAW:** This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- 16. VENUE:** Any legal action arising out of, in connection with, or by reason of this Agreement, or instituted to enforce this Agreement, must be instituted in a court of competent jurisdiction sitting within the geographical boundaries of Miami-Dade County, Florida, to the jurisdiction of which the parties hereby consent.
- 17. FORCE MAJEURE:** Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.
- 18. HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date and year above written.

Agreed To and Accepted By

AGENCY Representative Name: _____ Title: _____

AGENCY Representative Signature: _____ Date: _____

Agreed To and Accepted By

CLIENT Representative Name: _____ Title: _____

CLIENT Representative Signature: _____ Date: _____



POST ORDERS

SPECIFICALLY PREPARED FOR:

Century Gardens at Tamiami CDD

Pool service – Gardens by the Hammocks
15080 SW 116th Terrace Miami, FL, 33196

(786) 508-7171



Confidential: Post Orders contain proprietary and confidential information of Regions Security Services, Inc. and may not be copied or reproduced without prior and expressed consent.

Contact List & Post Information

Management Office Phone: (305) 652-0206

Property Manager

Julia Barrios

jbarrios01@castlegroup.com

(305) 793-2273 – **CONFIDENTIAL. DO NOT
DISTRIBUTE.**

Regions Security

1100 NW 72nd Ave

Miami, FL 33126

www.RegionsSecurity.us

(305) 517-1266 – Office

(877) 505-7774 – Toll Free

(305) 517-1267 – Fax

(305) 517-1266 - 24/7 Dispatch

Operations@RegionsSecurity.us

Road Supervisor Phone: (305) 517-1266

Scheduling email: Scheduling@RegionsSecurity.us

Incident Reports

Your job is to observe and report. Including report writing is very important because, among other things, it protects you as well as others involved. **Incident Reports** are often used in the court of law as a legal document. Incident reports **must** be taken for any complaint, injury, vandalism, theft, crime, or potentially dangerous situation whether it has occurred or may occur.

All incidents that become public matters should have a case or alarm #. Ask the Police Officer or Fire Fighter to give you a case or alarm #.

All complaints received must be directed to Regions Security Services Inc, immediately. Make sure to listen to the persons issue until the very end. Do not cut the person off or prevent them from finishing what they need to say. Even if you know the person is wrong here them out to the very end than offer your assistance and advice. Make sure to always obtain the persons full name, contact number and address or vehicle info depending on the situation.

When writing an Incident Report, it is important that you include Who, What, Where, When, Why, and How details to submit a proper report.

All reports will be written and submitted via SOS. If the system is down use your backup physical reports.

Incident reporting is **essential** in our service at Gardens by the Hammocks. Management needs plenty of information to do their job. Please make sure to include as much information as you possibly can when you submit an incident report, or any other kind of report.

Amenities Rules & Regulations

POOL:

- No speakers, of any kind, are allowed at all in the pool area. The method to listen to music is through earphones only.
 - There is NO SMOKING permitted under no circumstances.
- Alcoholic beverages are not allowed. Any type of storage, cooler, or bag may be checked for investigation by the Security Officer, or Management Employees on duty.
 - No minors under the age of 16 are allowed in the pool area without adult supervision.
 - ID's may be checked by the security officer, management employee, or club attendant on duty. To confirm they are not underaged minors, and to confirm if that person ins an approved resident/club member. If the person is not an approved resident/club member, registered guest, or if he/she is not accompanied by an approved resident, they will be asked to leave the area.
 - No pets are allowed within the pool area.
 - No children under 12 are allowed in the jacuzzi/spa

GYM:

- Gym is open from 6am to 10pm
- Residents must follow the posted rules while in the gym room.

Telephone Etiquette

All residents have the phone number of your device. If a call is received, you must answer the phone immediately. When answering the phone use proper greeting according to the time of day. **Example:** Good Morning/Afternoon, Deering Groves Apartments this is "Your Name" speaking, how may I help you. Always address people with Sir, Mam, Mr. or Ms. Use proper closing of a conversation with a "Thank you...". If you receive a complaint, make sure to document the caller's name, unit number, phone number and reason for calling. Investigate the complaint and after resolving the issue, contact the resident and inform him/her the issue was resolved.

Clock out procedures

Before clocking out, officer must ensure that:

- All umbrellas are put down and tied together
- All pool chairs are neatly placed back in order
- No toys, trash, or safety equipment is found in the pool.

- All safety equipment such as lifesavers are properly placed and available
- All pool gates are properly locked and secured before leaving.

Make sure to leave the keys in the company vehicle, and report so in your shift activity log.

Soliciting

No soliciting is allowed within the property. Solicitors shall be asked to pick up all distributed materials and leave the premises. If the solicitor does not comply, contact the Police. In any case, an Incident Report must be submitted.

No vehicle or units are permitted to have “For Sale” signs of any kind. If this is observed, pictures must be taken and an incident report must be submitted immediately.

Trespassing

A person is considered to be trespassing if the person entered the property without permission. You will make contact with the subject and verify that they entered illegally and if so, the subject will be asked to leave the property. If the subject refuses to leave the property, the local police department will be called. All incidents will be documented and reported to Property Management and Regions Security. In any case, an Incident Report must be submitted.

Clubhouse Events & Functions

Prior to the start of any event, you will be provided with a event checklist. The checklist contains different areas/sections of the clubhouse that you must inspect and document prior to the event starting and after the event is over. If an area/section is found to be in good condition, you can write “good”. If it is found to be in poor condition, you must write “poor” and submit an incident report, with pictures, detailing the conditions.

- Officer will ensure that the event host who made the reservation is in attendance for the ENTIRE event.
- Officer will ensure that the event host does NOT mark any walls, ceilings or furnishings in any way. This includes decorations, signs, tapes, tacks, etc...
- All guest vehicles must be parked in the parking lot area **ONLY**. Absolutely **no parking on grass.**
- The event holder and their guest(s) are NOT allowed in the swimming pool, fitness center, or club lounge areas during a function.
- Closing time for private events is 11:59pm if extended. Cleaning must be completed before check-out time at 10:00am the morning after the function, unless arranged otherwise with the property manager. Short term rentals (events which are no

longer than **4 hours**) must be cleaned within the rental period, unless a cleaning service is scheduled. **YOU WILL BE MADE AWARE IF ANY EVENETS ARE EXTENDED, OR IF ANY CLEANING SERVICES ARE SCHEDULED.**

Other Officer Duties

- Patrolling officer will listen for any excessive noise.
- Patrolling officer will inspect the floors, walls, fire equipment, exterior equipment, and report any unusual condition.
- Will respond immediately to fire alarms and medical emergencies reported by a resident or pedestrian within the community.
- Things to look for/assist with:
 - Water Leaks/Floods
 - Lights Out
 - Smoke/Fire
 - Fire Hazards
 - Expired Fire Extinguishers
 - Defective equipment
 - Trespassers
 - Security Breeches

In any case, an Incident Report must be submitted.



Century Garden at Tamiami Comm. Dev
Proposed Parts and Service

Qty	Description	Price	Extended	Initial
8	Pool -Provide Filter cartridges for (2) CCP420 filters (each req 4)	\$159.65	\$1,277.20	_____
2	Provide (2) CCP420 filter lid orings	\$94.50	\$189.00	_____
AP WO 232107		Tax:	\$0.00	
		Total:	\$1,466.20	

Accepted:

Owner/Agent

Neil V Gates - President

Date: _____

Tuesday, July 9, 2024

Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.



Century Garden at Tamiami Comm. Dev
Proposed Parts and Service

Table with 5 columns: Qty, Description, Price, Extended, Initial. Row 1: 1 Pool - Provide materials to repair One (1) delamination in the pool - at the deep end, \$135.00, \$135.00, GP. Row 2: 1 Labor to dive the pool and repair the delamination, \$725.00, \$725.00, GP.

This proposal is to repair One (1) areas of delamination, approximately 6" X 6" in size. Should there be other areas to repair or these existing areas become much larger (and we can still repair underwater), the cost to repair would be additional. Should the area(s) become too large, we may have to drain the pool to make the repairs. The cost for the initial dive will still be charged and there will be a change in the original cost due to draining the pool, repairing the area(s) and balancing the chemicals once pool is re filled.

Tax: \$0.00
Total: \$860.00

This area will look like a "patch" as we will not be able to match the color perfectly.

We cannot guarantee this patch will hold, the sub surface will not be able to be prepped properly, as if the pool was drained.

AP WO 239760

Accepted: Gloria Perez

Owner/Agent Gloria Perez, District Manager

Date: 01/20/2025

Neil V Gates - President

Friday, September 13, 2024

Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.



Century Garden at Tamiami Comm. Dev
Proposed Parts and Service

Qty	Description	Price	Extended	Initial
200	Pool & Spa - Provide 200 ft of UV protected stenner chemical feeder tubing for the pool and spa	\$1.75	\$350.00	<u>GP</u>
1	Labor to replace the tubing	\$295.00	\$295.00	<u>GP</u>
AP WO 240973		Tax:	\$0.00	
		Total:	\$645.00	

Accepted: *Gloria Perez*

Owner/Agent Gloria Perez, District Manager

Neil V Gates - President

Date: 01/20/2025

Tuesday, October 22, 2024

Please sign and initial all items approved. This proposal is valid for 30 days from the proposal date.



The Fitness Solution, Inc.
 PO Box 260363
 Pembroke Pines, FL 33026
 Voice: 9545054178
 Fax # 954-450-9661

Estimate

Date	Estimate #
9/27/24	27692

Name / Address		Ship To		
Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		
Customer Contact	Customer E-mail	Customer Phone	P.O. No.	Terms
	jessenia.fiallo@castlegroup.com	786-732-4145		Net 30
Item	Description	Qty	Cost	Total
Parts	Parts- Hoist HD1900 Functional Trainer- New OEM cable, client sent in pic of cable snapped. (right side needed-left side was recently replaced)	1	268.44	268.44
Parts	Parts- Paramount FS-53 lat pull SN#FS531602014 needs new upper weight stack pulley and cable.1118000933	1	285.87	285.87
Installation- Parts	Installation of Parts		250.00	250.00
Shipping & Handl...	Shipping & Handling charges for parts		38.66	38.66
			Subtotal	\$842.97
			Sales Tax (0.0%)	\$0.00
			Total	\$842.97

Signature _____

info@TheFloridaFitnessSolution.com

Please sign and return when approved.



The Fitness Solution, Inc.
 PO Box 260363
 Pembroke Pines, FL 33026
 Voice: 9545054178
 Fax # 954-450-9661

Estimate

Date	Estimate #
11/14/24	28073

Name / Address		Ship To		
Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		Century Gardens at Tamiami CDD 15080 SW 116 Terrace Miami, FL 33196		
Customer Contact	Customer E-mail	Customer Phone	P.O. No.	Terms
	jessenia.fiallo@castlegroup.com	786-732-4145		Net 30
Item	Description	Qty	Cost	Total
Parts	Parts- True treadmill model TCS 400 serial number 16-TCS401136H need needs center pod replaced and emergency keyassembly. 9TCS4009/9TCS4024	1	378.29	378.29
Upholstery	Upholstery- Chest press XL pad to reupholster.	1	150.00	150.00
Installation- Parts	Removoval of pads/ Installation of Parts		250.00	250.00
Shipping & Handl...	Shipping & Handling fees for upholstery		13.89	13.89
Shipping & Handl...	Shipping & Handling charges for parts		28.91	28.91
			Subtotal	\$821.09
			Sales Tax (0.0%)	\$0.00
This proposal is approved pursuant to the terms of the existing maintenance agreement. <u>gp</u>			Total	\$821.09

Signature

Gloria Perez
 Gloria Perez, District Manager 11/20/2024

info@TheFloridaFitnessSolution.com

Please sign and return when approved.

**SMALL PROJECT AGREEMENT
(Pressure Cleaning Project 2024)**

THIS SMALL PROJECT AGREEMENT is made and entered into this ____ day of _____, 2024 (the “Agreement”), by and between:

CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33401 (the "District"),

and

THE PRESSURE CLEANING MAN, INC., a Florida corporation, having as its principal business and mailing address as 13476 SW 22nd Street, Miramar, Florida 33027 (the “Contractor”).

RECITALS

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

WHEREAS, the District desires to hire a service provider to provide pressure cleaning and associated services to: certain District sidewalks, and swales throughout the community; mailbox area near the clubhouse; the pool deck at the clubhouse; and such other specified services (the “Project Areas”), all being more particularly detailed in the Proposal, as later defined herein; and

WHEREAS, the Contractor has submitted proposal No. 2547, dated September 4, 2024, and proposal No. 2627, dated September 23, 2024, to complete the pressure cleaning and associated services over the Project Areas within the District (the “Work”), a copy of said proposals being attached hereto and made a part hereof as Composite Exhibit A (collectively referred to as the “Proposal”); and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibit, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Work in accordance herewith and with the conditions and prices as stated herein, in Composite Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the Work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the Work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the Work.

H. Contractor will be held responsible for the care, protection and condition of all Work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Work shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2021 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all Work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and

shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

M. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION. Upon Contractor's completion of the Work described in this Agreement, District agrees to compensate the Contractor in the lump sum amount of **TWO THOUSAND ONE HUNDRED THIRTY – TWO AND 20/100 DOLLARS (\$2,132.20)**. It is further understood that District shall be responsible, at cost, for any permit fees required by Miami – Dade County, any municipality or other governing entity or agency having jurisdiction thereof (if any).

Payment of the Final Payment will be made upon completion of the Work and after the Work has passed final inspection by the District and applicable permitting agencies, if any. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made. This provision supersedes any payment schedule or plan set forth in Composite Exhibit A.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM. This Agreement shall commence upon signature and shall continue until the Work described herein is completed. The Work over the Project Areas shall begin no earlier than _____, 2024 and be completed by Contractor by _____, 2024, weather permitting ("Scheduled Completion Date"). The Contractor understands and acknowledges that

the Project, as defined herein, is essential to use and enjoyment of the District facilities by the residents, property owners within the District and the general public. Therefore, Contractor agrees that the sum of \$50.00 per day may be deducted from the amount due to Contractor, as liquidated damages and not as a penalty, for failure to achieve completion of the Project within seven (7) days of the Scheduled Completion Date (regardless of weather conditions), which deduction shall begin on the eighth day after the Scheduled Completion Date. The District shall have the right to deduct such liquidated damages from any amount due, or that may become due the Contractor, or to otherwise collect such liquidated damages from the Contractor.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1,000,000 per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION/TERMINATION. The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior Contractor's initiating work at any of the Project Areas under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

SECTION 10. WARRANTY. The Contractor warrants its work against defects in materials or workmanship for a period of three (3) years from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. **[NOT APPLICABLE TO THIS AGREEMENT]**

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation. Law.
- (ii) Commercial General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage; and
- 5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Century Gardens at Tamiami Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and

the operations of Contractor. The District shall be named as an additional insured on a primary and non-contributory basis.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities, but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. CHANGES IN WORK.

A. District may further order extra work or make changes by altering, adding to or deducting from the Work, the Agreement sum being adjusted accordingly. All such Work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. REMEDY FOR DELAY.

A. In the event of any delay in the Work caused by any act or omission of the District, its agents or employees, by delays in the permitting/approval of the Work by the responsible government entity, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Work.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(S) IN THE COMPLETION OR PROSECUTION OF THE WORK.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the Work within the time allocated by this Agreement.

D. All requests by Contractor for extension of time to complete the Work shall be made in writing to the District.

SECTION 14. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT:	Century Gardens at Tamiami Community Development District 2501A Burns Road Palm Beach Gardens, Florida 33401 Attention: District Manager
With copy to:	District Counsel Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Suite 600 Fort Lauderdale, Florida 33301 Attention: Michael J. Pawelczyk, Esq.
CONTRACTOR:	The Pressure Cleaning Man, Inc. 13476 SW 22 nd Street Miramar, Florida 33024 Attention: Michael Aguilar, President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any

party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 15. PUBLIC RECORDS.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

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

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

SECTION 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 19. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 21. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Composite Exhibit A, then this main Agreement instrument shall control.

SECTION 22. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's Proposal set forth in Composite Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Work over the Project Areas described in Composite Exhibit A.

SECTION 23. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami – Dade County, Florida.

SECTION 24. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-

Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 25. RESPONSIBLE VENDOR DETERMINATION. Pursuant to Section 287.057012, Florida Statutes, the District has not requested documentation of or considered the Contractor's or any other prospective vendor's social, political, or ideological interests when determining if the Contractor or other prospective vendor is a responsible vendor.

SECTION 26. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

- ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 27. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, 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 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 28. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the services and work provided pursuant to this Agreement.

Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the services and work are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished services and work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

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

SECTION 29. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT
DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman

_____ day of _____, 2024

WITNESSES:

CONTRACTOR:

**THE PRESSURE CLEANING MAN,
INC., a Florida corporation**

[PRINT NAME OF WITNESS]

By: _____

Title: _____

[PRINT NAME OF WITNESS]

_____ day of _____, 2024

COMPOSITE EXHIBIT A

Contractor's Proposal

13476 SW 22nd Street
 Miramar, FL 33027
 Thepressurecleaningman@gmail.com
 www.thepressurecleaningman.com
 Cell: (954)328-8964
 License Dade County No. 14BS00064
 License Broward County No. 11-RP-17299-X
 Office number (954)995-2356



The Pressure Cleaning Man inc.

Estimate

For:	Gardens By The Hammocks jbarrios01@castlegroup.com 15080 SW 116th Ter Miami, FL, 33196-6840	Estimate No:	2627
		Date:	09/23/2024

Description	Amount
Please refer to the attached map for the areas designated in yellow, indicating the pressure cleaning zones.	\$425.00
- Sidewalks - Swales	

Process & Disclaimer: Groundwork Commercial

Pressure Cleaning employs water and pressure to effectively remove algae from surfaces, utilizing a circular surface cleaner for optimal results. Additionally, a light wash-down of areas may be included to eliminate any residual dirty water resulting from the cleaning process. It's important to note that pressure washing ground work does not automatically remove gum, rust stains, tire marks, or oil stains unless specifically stated otherwise in the estimate content.

Oil & Grease: The vendor cannot guarantee the full removal of oil or grease stains. Generally, our technique achieves a removal rate ranging from 50% to 80%.

Please be aware that the aforementioned stains require special chemicals or techniques for effective treatment.

Light chemical spray on all areas after pressure cleaning, enhancing the longevity and cleanliness of areas.

Warranty for 4 months on all areas being pressure cleaned, this does not include unlevelled sidewalks where water accumulates into puddles. The chemical application only warranties any algae reappearance, it does not cover any rust marks due to well water or tree stains due to leaves.

Description

Amount

Process & Disclaimer: Sealed Surfaces

If your property has any surface area treated with a sealer, please be aware that our pressure cleaning process may affect the integrity of the sealer. In some cases, especially if the sealer application was of poor quality, our cleaning process may remove the top layer of the sealer, leading to patchy or uneven surfaces. At this time we do not provide restoration or sealing services.

We provide high-quality pressure cleaning services for driveways, sidewalks, walkways, pool decks, and roofs. However, please note that some factors are beyond our control. Dark stains on pavers, such as those from doormat patches, may be permanent due to rubber bleeding into the pavers, especially under Florida's heat. UV rays can cause pavers to fade unevenly, making shaded areas appear darker than sun-exposed ones. Additionally, some existing stains, marks, or discolorations may not be fully removable despite our best efforts.

By proceeding with our services, you acknowledge and accept that we are not responsible for any damage to the sealers or underlying surfaces caused by the pressure cleaning process. Additionally we are not liable for pre-existing conditions, permanent stains, or uneven fading due to environmental factors.

Subtotal	\$425.00
Total	\$425.00

Total	\$425.00
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Notes

Pricing may change if job specifications/materials change.

Payments done via third parties, i.e. Avid exchange, are subject to a 3.5% processing fee.

Vendor shall provide any and all equipment, labor, water, materials, supervision and other incidentals necessary to perform all work. Job time frame is estimated 1 business days, weather permitting.

By engaging in business with The Pressure Cleaning Man, you agree that, in the event of non-payment, we may sell the debt to a third-party collection agency. This may result in additional costs and potential credit score implications, so we encourage prompt communication to resolve outstanding balances directly with us.

We look forward to working with you!

The Pressure Cleaning Man
inc.

Client's signature

Photo 1



13476 SW 22nd Street
 Miramar, FL 33027
 Thepressurecleaningman@gmail.com
 www.thepressurecleaningman.com
 Cell: (954)328-8964
 License Dade County No. 14BS00064
 License Broward County No. 11-RP-17299-X
 Office number (954)995-2356



The Pressure Cleaning Man inc.

Estimate

For:	Gardens By The Hammocks jbarrios01@castlegroup.com 15080 SW 116th Ter Miami, FL, 33196-6840	Estimate No:	2547
		Date:	09/04/2024

Description	Amount
Please refer to the attached map for the areas designated in yellow, indicating the pressure cleaning zones.	\$1,707.20
- Swales	
- Sidewalks	
- Pool Deck	
- Mailbox area	

Process & Disclaimer: Groundwork Commercial

Pressure Cleaning employs water and pressure to effectively remove algae from surfaces, utilizing a circular surface cleaner for optimal results. Additionally, a light wash-down of areas may be included to eliminate any residual dirty water resulting from the cleaning process. It's important to note that pressure washing ground work does not automatically remove gum, rust stains, tire marks, or oil stains unless specifically stated otherwise in the estimate content.

Oil & Grease: The vendor cannot guarantee the full removal of oil or grease stains. Generally, our technique achieves a removal rate ranging from 50% to 80%.

Please be aware that the aforementioned stains require special chemicals or techniques for effective treatment.

Light chemical spray on all areas after pressure cleaning, enhancing the longevity and cleanliness of areas.
 Warranty for 4 months on all areas being pressure cleaned, this does not include unlevelled sidewalks where water accumulates into puddles. The chemical application only warranties any algae reappearance, it does not cover any rust marks due to well water or tree stains due to leaves.

Description

Amount

Process & Disclaimer: Sealed Surfaces

If your property has any surface area treated with a sealer, please be aware that our pressure cleaning process may affect the integrity of the sealer. In some cases, especially if the sealer application was of poor quality, our cleaning process may remove the top layer of the sealer, leading to patchy or uneven surfaces. At this time we do not provide restoration or sealing services.

We provide high-quality pressure cleaning services for driveways, sidewalks, walkways, pool decks, and roofs. However, please note that some factors are beyond our control. Dark stains on pavers, such as those from doormat patches, may be permanent due to rubber bleeding into the pavers, especially under Florida's heat. UV rays can cause pavers to fade unevenly, making shaded areas appear darker than sun-exposed ones. Additionally, some existing stains, marks, or discolorations may not be fully removable despite our best efforts.

By proceeding with our services, you acknowledge and accept that we are not responsible for any damage to the sealers or underlying surfaces caused by the pressure cleaning process. Additionally we are not liable for pre-existing conditions, permanent stains, or uneven fading due to environmental factors.

Subtotal	\$1,707.20
Total	\$1,707.20

Total	\$1,707.20
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Notes

Pricing may change if job specifications/materials change.

Payments done via third parties, i.e. Avid exchange, are subject to a 3.5% processing fee.

Vendor shall provide any and all equipment, labor, water, materials, supervision and other incidentals necessary to perform all work. Job time frame is estimated 1 business days, weather permitting.

By engaging in business with The Pressure Cleaning Man, you agree that, in the event of non-payment, we may sell the debt to a third-party collection agency. This may result in additional costs and potential credit score implications, so we encourage prompt communication to resolve outstanding balances directly with us.

We look forward to working with you!

The Pressure Cleaning Man
inc.

Client's signature

Photo 1



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____, 20__

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____ 20____, by _____ in his/her capacity as _____ for _____ (name of Nongovernmental Entity).

NOTARY PUBLIC

Personally Known OR
Produced Identification

Type of Identification Produced



1100 NW 72nd Ave
 Miami, FL 33126
 Phone # (305) 517-1266
 Fax # (305) 517-1267
 accounting@RegionsSecurity.us

Invoice

Date	Invoice #
10/1/2024	32767
Terms	Due Date
Net 30	10/31/2024

Bill To
Century Gardens at Tamiami CDD c/o Special District Services, Inc. 8785 SW 165th Avenue, #200 Miami, FL 33193 Attn: Gloria Perez

Quantity	Description	Rate	Amount
1	TRENDnet TPE-2840WS: 24 Gigabit PoE+ Ports + 4 Shared Gigabit (RJ-45 or SFP), 185W PoE Power Budget, 56 Gbps switching capacity, Rack Mountable Switch.	447.00	447.00
1	Installation Services: 09/12/2024 Installed new TRENDnet switch and configured with existing network. Organized network cables on rack. Tested and confirmed with Jessenia & Julia.	168.00	168.00
Thank you for your business.		Total	\$615.00
		Payments/Credits	\$0.00
		Balance Due	\$615.00

**SERVICES AGREEMENT
(Clubhouse Pest Control)**

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into this 15th day of October, 2024 (the "Effective Date"), by and between:

CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33401 (the "District"),

and

RODI PEST CONTROL LLC, a limited liability company, whose principal address and mailing address is 7401 Northwest 7th Street #5, Miami, Florida 33126 (hereinafter "Contractor").

RECITALS

WHEREAS, the District is a community development district established pursuant to Chapter 190, Florida Statutes, situated in unincorporated Miami-Dade County, Florida; and

WHEREAS, the District has a need to retain an independent contractor to provide certain monthly pest control and pest prevention services at a District owned facility, known as the Gardens by the Hammocks Club House, which is located at 15080 Southwest 116th Terrace, Miami, Florida 33196 (the "Services"), which Services are more particularly described in Contractor's proposal attached hereto and made a part hereof as **Exhibit A** (the "Proposal"); and

WHEREAS, Contractor is willing to undertake the Services, subject to the terms, provisions and conditions of this Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a service provider and has agreed to provide Services to the District; and

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties. The duties, obligations and responsibilities of Contractor are to perform the Services as described herein and in **Exhibit A**. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District.

Section 3. Compensation. In exchange for providing the Services, the District shall make monthly payments to Contractor in the amount of \$65.00 beginning on the Effective Date, for a total annual amount of \$780.00 (the "Contract Price"). The Contract Price shall include all

costs, expenses, profit, and overhead in connection with the provision of Services by Contractor, including, but not limited to, those incurred by Contractor for reimbursables, employees, insurance, attorneys, vendors, materials, supplies, chemicals, contractors, repairs, maintenance, computers, telephone, long distance, and Internet services, equipment, etc., as necessary to perform the Services. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Board of Supervisors in the form of an amendment to this Agreement. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.

Section 6. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 7. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 8. Term. This Agreement shall commence as of Oct. 15, 2024, and for a period of one year through September 30, 2025 (the "Initial Term"), subject to execution by both parties hereto and unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew on a month-to-month basis on the terms provided herein, unless otherwise terminated by either party in accordance with Section 12 or as otherwise mutually agreed by the parties.

Section 9. Agreement. This instrument, together with its Exhibit(s) specifically referenced herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions of the Services described in **Exhibit A**, the provisions of this Agreement shall be binding.

Section 10. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 11. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 12. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event either party terminates this Agreement, the Contractor shall bill the District, and receive payment for those Services provided prior to the date of termination. Should this Agreement be terminated, Contractor will take all reasonable and necessary actions to transfer all the books and records of the District in its possession in an orderly fashion to the District within thirty (30) days.

Section 13. Insurance.

A. The Contractor shall maintain at its own cost and expense the following insurance coverages during the execution and performance of the Work under this Agreement:

i. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. If Contractor is an exempt under Florida law, Contractor shall provide the exemption documents upon execution of this Agreement.

ii. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

iii. Comprehensive Automobile Liability, covering owned, non-owned, or rented automotive equipment to be used in performance of the Work, with minimum limits of \$500,000, with no restrictive endorsements.

B. **Century Gardens at Tamiami Community Development District** and Special District Services, Inc. ("SDS") shall be Additional Named Insureds under the policies of insurance required pursuant to this Agreement.

C. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements established by the District. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

D. Insurance companies selected must be acceptable to District and SDS. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District and the SDS by certified mail.

E. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

F. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District and SDS with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

G. Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District or SDS for payment or assessments in any form on any policy of insurance.

H. Contractor shall furnish District with a Certificate of Insurance evidencing compliance with the requirements of this Section 13 prior to performing Work hereunder. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension there under is in effect. Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

I. Violation of the terms of this Section 13 and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Contractor in this Agreement shall thereupon cease and terminate.

Section 14. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

DISTRICT: **Century Gardens at Tamiami
Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33401
Attention: District Manager**

With copy to: **District Counsel**
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Dennis Lyles, Esq.

CONTRACTOR: **RODI PEST CONTROL LLC**
7401 Northwest 7th Street #5
Miami, Florida 33126
Attention: Francisco J Rodriguez

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

Section 15. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 16. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 17. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 18. Sovereign Immunity. The Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability and protections afforded the District, as contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 19. Public Records. Contractor understands and agrees that any and all documents of any kind provided to the District in connection with this Agreement may be subject to copying and disclosure as public records and may be treated as such in accordance with Florida law.

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

Section 20. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 21. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 22. Conflicts.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The Contractor further represents that no person having a conflict of interest shall be employed by Contractor to perform any function under this Agreement.

B. The Contractor shall promptly notify the District in writing by certified mail of all such conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that the Contractor may undertake, and request an opinion of the District as to whether the association, interest, or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Contractor. The District agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor if, in the opinion of the District, the prospective business association, interest, or circumstance shall be deemed a conflict of interest with respect to services provided to the District by the Contractor under terms of this Agreement. This Agreement does not prohibit the Contractor from performing services for any other special purpose taxing district, and such assignment shall not constitute a conflict of interest under this Agreement.

Section 23. No Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than bona fide employees or independent contractors working solely for the Contractor to solicit or secure this Agreement and that it has not paid or

agreed to pay any person, company, individual, or firm other than a bona fide employee or independent contractor working solely for the Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Section 24. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 26. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 18.1 above, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 27. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

- ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
- i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Section 28. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider. **Anti-Human Trafficking Affidavit.**

Section 29. Anti-human trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

ATTEST:

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

Gloria Perez
Gloria Perez, Secretary

Ramon Javier (Oct 23, 2024 20:02 EDT)
Chair/Vice-Chair

this 21 day of October, 2024

WITNESSES:

CONTRACTOR

RODI PEST CONTROL LLC, a limited
liability company

Monica Rodriguez
Print name: Monica Rodriguez

Francisco Rodriguez
By: Francisco Rodriguez
Title: Owner

Daniel Rodriguez
Print name: Daniel Rodriguez

this 15th day of October, 2024



EXHIBIT A
PROPOSAL



Inspection Date: _____

Pest Control Service Agreement

Service Address

Name
GARDENS BYTHE HAMMOCKS CLUB HOUSE

Address
15080 Southwest 116th Terrace

City
Miami

State **FL** Zip **33196**

Phone(Home) (Mobile) **(786) 732-4145**

Billing Address

Name
GARDENS BYTHE HAMMOCKS

Address
15080 Southwest 116th Terrace

City
Miami

State **FL** Zip **33196**

Phone(Home) (Work)

This agreement is for an initial period of TWELVE months from the date of the first service and, unless canceled by the purchaser, will automatically continue on a monthly basis until canceled by either party upon thirty days notice. After the initial TWELVE MONTH/S service, RODI PEST CONTROL reserves the right to change the regular service charge. Additional terms and conditions on reverse side.

BASIC COVERAGE - TREATMENT OR INSPECTION FOR

- | | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> American Roaches | <input checked="" type="checkbox"/> Smokey Brown Roaches | <input checked="" type="checkbox"/> House Ants | <input type="checkbox"/> Millipedes |
| <input checked="" type="checkbox"/> Brown Banded Roaches | <input type="checkbox"/> Mice | <input checked="" type="checkbox"/> Centipedes | <input type="checkbox"/> House Crickets |
| <input type="checkbox"/> German Roaches | <input type="checkbox"/> Rats | <input type="checkbox"/> Solitary Wasps | <input checked="" type="checkbox"/> Spiders |
| <input checked="" type="checkbox"/> Oriental Roaches | <input checked="" type="checkbox"/> Silverfish | <input checked="" type="checkbox"/> Earwigs | <input type="checkbox"/> Other _____ |

EXPANDED COVERAGE

- | | | | |
|--|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> Pharaoh Ants | <input type="checkbox"/> Indoor Tick Control | <input type="checkbox"/> Tick | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Exterior Ants | <input type="checkbox"/> Indoor Flea Control | <input type="checkbox"/> Boxelder Bugs | _____ |
| <input type="checkbox"/> Clothes Moths | <input type="checkbox"/> Black Widow Spiders | <input type="checkbox"/> Yellow Jackets | _____ |
| <input type="checkbox"/> Mosquito | <input type="checkbox"/> Stink Bugs | <input type="checkbox"/> Hornets | _____ |

SPECIAL INSTRUCTIONS

- CHILDREN: YES NO PETS: YES NO
- Ages: _____ Types: _____
- Crawl Space Interior Access _____
- Crawl Space Exterior Access _____
- Back Yard Access _____

Spray all door and windows on outside perimeter

SERVICE FREQUENCY	SERVICE MONTHS												METHOD OF PAYMENT	
<input type="checkbox"/> On Request <input type="checkbox"/> Weekly <input type="checkbox"/> Bi - Weekly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Bi-Monthly <input type="checkbox"/> Every Other Month <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually/Yearly <input type="checkbox"/> Seasonal	Check one for month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	<input type="checkbox"/> Remit to Service Technician <input type="checkbox"/> Pay From Work Order <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH <input type="checkbox"/> Finance <input type="checkbox"/> Monthly Charge \$ _____
INTERIOR	X	X	X	X	X	X	X	X	X	X	X	X	X	
EXTERIOR														
Service Day: _____														

SERVICE CHARGE	
Initial Service Charge	\$65.00
Sale Tax	\$
Regular Service Charge	\$65.00
Sales Tax	\$
Total Annual Amount	\$780.00
Amount Remitted with Agreement	\$

I UNDERSTAND THAT THIS AGREEMENT IS FOR AN INITIAL PERIOD OF TWELVE MONTH/S.

GARDENS BYTHE HAMMOCKS
Purchaser/Client/Agent

Date

Terms and Conditions

- 1. FUTURE DAMAGE.** RODI PEST CONTROL is not responsible for and does not guarantee against present or future damage to the building or contents, or provide for the repair or replacement thereof. This agreement does not provide for the control of termites, fungus, beetles, or any other pests not indicated herein. This plan does not guarantee, and RODI PEST CONTROL does not represent, that covered insects will not return to the Property.
- 2. PURCHASER'S RESPONSIBILITY.** Your cooperation is important to ensure the most effective results from RODI PEST CONTROL's service. Whenever conditions conducive to the breeding and harborage of pests are reported in writing by RODI PEST CONTROL, and not corrected by you, RODI PEST CONTROL cannot assure satisfactory service. If the conditions noted by RODI PEST CONTROL are not corrected as required, all guarantees in this agreement shall automatically terminate and be canceled. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by the customer as an extra service charge. Customer is responsible for collections fees.
- 3. NOTICE OF CLAIMS/ACCESS TO PROPERTY.** Any claim arising out of this Agreement must be made in writing by Purchaser to RODI PEST CONTROL during the term of this Agreement. Purchaser must allow RODI PEST CONTROL access to the identified property for any purpose contemplated by this Agreement. The failure to promptly allow RODI PEST CONTROL such access will terminate this Plan without further notice.
- 4. NON-PAYMENT/DEFAULT.** The obligation of RODI PEST CONTROL hereunder is conditioned upon payment in full of the Initial charge and all regular service charges, and failure to pay such charges shall cancel this Plan in its entirety and discharge RODI PEST CONTROL of any liability, and any amount paid shall become the property of RODI PEST CONTROL.
- 5. DISCLAIMER.**
 - A. FORCE MAJEURE.** The liability of RODI PEST CONTROL under this Agreement will be terminated if RODI PEST CONTROL is prevented from fulfilling its responsibilities under the terms of this Agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of RODI PEST CONTROL. RODI PEST CONTROL reserves the right to adjust the service charge in the event of any such occurrences or happenings.
 - B. OTHER INSECTS/ORGANISMS.** This Agreement provides for treatment and re-treatment for pests indicated herein. This Agreement does not provide for treatment of subterranean (ground) termites (*Reticulitermes spp.*, *Heterotermes spp.*, *Coptotermes spp.*) drywood termites. (*Kaloterms spp.*, *Incisitermes spp.*, *Cryptotermes spp.*), wood destroying beetles, fungi or any other wood destroying organisms.
 - C. CHANGE IN LAW.** RODI PEST CONTROL performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law as it pertains to the services herein. RODI PEST CONTROL reserves the right to revise the service charge or terminate this Agreement. EXCEPT AS OTHERWISE PROHIBITED BY STATUTE OR PUBLIC POLICY, RODI PEST CONTROL DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF RODI PEST CONTROL SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY. EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
- 6. ENTIRE AGREEMENT.** This Agreement, these Terms and Conditions and the Inspection Graph constitute the entire Agreement between the parties and no other representations or statements, whether oral or written, shall be binding upon the parties.
- 7. PESTICIDE LABELS.** UPON REQUEST RODI PEST CONTROL WILL PROVIDE PURCHASER WITH A COPY OF THE MANUFACTURER'S SPECIMEN LABEL FOR THE PESTICIDE(S) WHICH WILL BE USED TO TREAT THE PREMISES.
- 8. GUARANTEE.**
 - A. CONTROL OF COVERED PESTS.** RODI PEST CONTROL guarantees to control the pests in and around your home or building through delivery of regular pest control service or we will credit or refund the cost of your last service.
 - B. UNLIMITED FREE RE-SERVICE.** RODI PEST CONTROL guarantees to provide you with additional service for covered pests, upon your request, between regular visits at no additional cost to you. On request customers are not included in the Unlimited Free Re-Service Guarantee. On request customers are afforded a 30 day retreatment guarantee from the date of the last paid service, no other guarantee or warranty is expressed or implied if the customers chooses On Request service from RODI PEST CONTROL.
 - C. SATISFACTION OR YOUR MONEY BACK.** RODI PEST CONTROL guarantees that if at any time we cannot solve your pest problems to your satisfaction, we will keep working until you are satisfied or we will credit or refund the cost of your last service.

CLIENT REQUESTED AMENDMENTS:

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with Century Gardens at Tamiami Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Rodi Pest Control
 NAME: Francisco Rodriguez
 TITLE: Owner
 SIGNATURE: [Signature]
 DATE: 10/15 / , 2024

STATE OF FLORIDA
COUNTY OF Miami-Dade

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this 15th day of October 2024, by Francisco Rodriguez in his/her capacity as Owner for Rodi Pest Control, LLC (name of Nongovernmental Entity).

[Signature]
NOTARY PUBLIC



Personally Known OR
 Produced Identification

Type of Identification Produced



10/4/24.

Century Gardens at Tamiami CDD
15080 SW 116 TER
Miami, Fl. 33196

RE: Mulch installation
Clubhouse

We propose to install mulch throughout the clubhouse, pool area and common areas. We will install 2” of Premium Brown Mulch. Before mulch is install all beds will be trimmed and all weeds will be removed and sprayed with herbicide. This will help prevent weeds from popping up in near future in newly installed mulch.

Our Charge: \$ 3,150.00

Playgrounds

We propose to install certified playground mulch at both playgrounds on CDD property. The one next to the clubhouse and the one on Hammocks Blvd. We shall rake and level existing mulch and then we will be installing approximately 1” layer, over the top just to make sure we obey by the code.

Our Charge: \$ 2,450.00

Landscaping Bed in park on Hammocks Blvd

We propose to install 2” of Premium Red Mulch throughout all landscape beds in public playground on Hammocks Blvd.

Our charge: \$ 1,150.00

11/04/2024 Please be sure to submit the invoicing separately for the billing of each area as they are applied to different Budget line items and that will assist with proper placement for the District Budget. Thank you Gloria gp

Total Charge for 3 Locations: \$ 6,750.00

Acceptance of proposal:

Gloria Perez

Fernando Toledo
ISA Certified Arborist
Turf Management

Date: 11/04/2024

This proposal becomes a Contract upon acceptance by both parties.

Century Gardens at Tamiami Community Development District
Clubhouse Expenditures
October 2024 through January 2025

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
Clubhouse Expenditures					
01-1602 · CH-Alarm Monitoring					
	10/24/2024	402848696	ADT US Holdings Inc	acct# 402848696 11/12 - 12/11/24	77.61
	11/24/2024	402848696	ADT US Holdings Inc	acct# 402848696 11212 - 01/11/25	155.22
	01/24/2025	SW	ADT US Holdings Inc	acct# 402848696 02/12/25 - 03/11/25	77.61
Total 01-1602 · CH-Alarm Monitoring					<u>310.44</u>
01-1603 · CH-AC Maintenance					
	10/02/2024	WP-28714	Alfresco Air	AC service	340.00
	01/03/2025	WP-29744	Alfresco Air	AC service	340.00
Total 01-1603 · CH-AC Maintenance					<u>680.00</u>
01-1605 · CH-Gym(Circt Training)equip mnt					
	10/17/2024	63451	Fitness Solution Inc.	preventative maintenance	125.00
	10/23/2024	64202	Fitness Solution Inc.	functional trainer parts and repairs	842.97
	11/14/2024	64384	Fitness Solution Inc.	Troubleshoot errors in machine: treadmill console issue	150.00
	12/10/2024	64873	Fitness Solution Inc.	treadmill parts and repairs	821.09
	12/17/2024	65105	Fitness Solution Inc.	routine maintenance December 2024	125.00
Total 01-1605 · CH-Gym(Circt Training)equip mnt					<u>2,064.06</u>
01-1606 · CH-Cable & Internet					
	10/25/2024	8495 60 062 5883659	Comcast	acct# 8495600625883659 service 10/29/24-11/28/24	260.94
	11/25/2024	8495 60 062 5883659	Comcast	acct# 8495600625883659 service 11/29/24-12/28/24	250.94
	12/25/2024	8495 60 062 5883659	Comcast	acct# 8495600625883659 service 12/29/24-01/28/25	260.27
	01/25/2025	8495 60 062 5883659	Comcast	acct# 8495600625883659 service 01/29/25-02/28/25	260.33
Total 01-1606 · CH-Cable & Internet					<u>1,032.48</u>
01-1608 · CH-Electricity					
	10/04/2024	07534-90226 1024	FPL	acct# 07534-90226 (09/06/24 - 10/04/24)	879.76
	11/05/2024	07534-90226 1124	FPL	acct# 07534-90226 (10/04/24 - 11/05/24)	953.80
	12/05/2024	07534-90226	FPL	acct# 07534-90226 (11/05/24 - 12/05/24)	876.07
	01/07/2025	07534-90226 0125	FPL	acct# 07534-90226 (12/05/24 - 01/07/25)	961.09
	02/06/2025	07534-90226 0225	FPL	acct# 07534-90226 (01/07/25 - 02/06/25)	894.33
Total 01-1608 · CH-Electricity					<u>4,565.05</u>
01-1609 · CH-Insurance (Prop & Liab)					
	10/01/2024	25260	Egis Insurance & Risk Advisors	policy # 100124024 10/1/24-10/1/25	21,950.00
Total 01-1609 · CH-Insurance (Prop & Liab)					<u>21,950.00</u>

**Century Gardens at Tamiami Community Development District
Clubhouse Expenditures
October 2024 through January 2025**

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1613 · CH-Janitorial Services/Supplies					
	10/31/2024	G-1024	Great Cleaning Corp.	cleaning supplies October 2024	449.23
	11/07/2024	10012024-HG	Great Cleaning Corp.	cleaning service October 2024	1,300.00
	11/30/2024	11012024-HG	Great Cleaning Corp.	cleaning service November 2024	1,300.00
	12/01/2024	12012024-HG	Great Cleaning Corp.	cleaning service December 2024	1,300.00
	01/01/2025	01012025-HG	Great Cleaning Corp.	cleaning service January 2025	1,300.00
	01/28/2025	G-0125	Great Cleaning Corp.	cleaning supplies January 2025	656.88
Total 01-1613 · CH-Janitorial Services/Supplies					<u>6,306.11</u>
01-1615 · CH-Landscape Mnt (mulch-plants)					
	10/02/2024	85223	Turf Management	lawn maintenance October	1,212.20
	10/02/2024	85223	Turf Management	trash pick up	158.70
	11/04/2024	85271	Turf Management	lawn maintenance November	1,212.20
	11/04/2024	85271	Turf Management	trash pick up	158.70
	11/14/2024	85290	Turf Management	Mulch - CH	3,150.00
	11/14/2024	85290	Turf Management	mulch - public playground on Hammocks Blvd	1,150.00
	12/02/2024	85318	Turf Management	lawn maintenance December 2024	1,212.20
	12/02/2024	85318	Turf Management	lawn maintenance December 2024	158.70
	01/06/2025	85357	Turf Management	lawn maintenance January 2025	1,212.20
	01/06/2025	85357	Turf Management	trash pick up	158.70
	02/03/2025	85389	Turf Management	lawn maintenance February 2025	1,212.20
	02/03/2025	85389	Turf Management	trash pick up	158.70
Total 01-1615 · CH-Landscape Mnt (mulch-plants)					<u>11,154.50</u>
01-1617 · CH-Management fees					
	10/01/2024	MGT-100124-096	Castle Management LLC	management October 2024	1,152.57
	11/01/2024	MGT-110124-099	Castle Management LLC	contract management	1,152.57
	12/02/2024	MGT-120124-100	Castle Management LLC	contract management December	1,152.57
	02/01/2025	MGT-020125-101	Castle Management LLC	contract management	1,152.57
Total 01-1617 · CH-Management fees					<u>4,610.28</u>

Century Gardens at Tamiami Community Development District
Clubhouse Expenditures
October 2024 through January 2025

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1619 · CH-Office Supplies					
	10/10/2024	1NWQ-P3W1-9NPC	Amazon Capital Services	Purell hand sanitizing wipes	99.21
	11/17/2024	1YYX-M1XY-WCJ	Amazon Capital Services	Purell hand sanitizing wipes, printer paper	136.94
	11/24/2024	1XMN-XTGY-GLQ6	Amazon Capital Services	batteries for cordless phone	14.98
	12/16/2024	1K61-LVFW-1NWF	Amazon Capital Services	plunger, broom/dustpan, and refrig water filter	83.95
	01/08/2025	1YWF-4P6T-7R6Q	Amazon Capital Services	zippered key case organizer waterproof and fire proof	25.97
	02/05/2025	1DQP-JLFN-4YHW	Amazon Capital Services	Purell hand sanitizing wipes	91.69
Total 01-1619 · CH-Office Supplies					<u>452.74</u>
01-1620 · CH-Payroll club staff					
	10/11/2024	PREIM10-18-24-027	Castle Management LLC	payroll 9/28/24 - 10/11/24	2,705.98
	10/25/2024	PREIM11-01-24-031	Castle Management LLC	payroll 10/12/24 - 10/25/24	2,705.98
	11/08/2024	PREIM11-15-24-027	Castle Management LLC	payroll 10/26/24 - 11/08/24	2,705.98
	11/22/2024	PREIM11-29-24-179	Castle Management LLC	payroll 11/9/24 - 11/22/24	2,696.38
	12/13/2024	PREIM12-13-24-185	Castle Management LLC	payroll 11/23/24 - 12/06/24	2,602.15
	12/20/2024	PREIM12-27-24-025	Castle Management LLC	payroll 12/7/24 - 12/20/24	2,186.86
	01/10/2025	PREIM01-10-25-186	Castle Management LLC	payroll 12/21/24 - 01/03/2025	2,296.22
Total 01-1620 · CH-Payroll club staff					<u>17,899.55</u>
01-1621 · CH-Pest Control					
	12/09/2024	7443	Rodi Pest Control LLC	pest control	65.00
	01/13/2025	7448	Rodi Pest Control LLC	pest control	65.00
Total 01-1621 · CH-Pest Control					<u>130.00</u>
01-1622 · CH-Pool & Spa Maintenance					
	10/01/2024	684993	American Pool Service	monthly service October 2024	1,150.00
	10/29/2024	WF-001448	Waterflow Irrigation Inc	backflow test & repairs	1,390.00
	11/01/2024	688811	American Pool Service	monthly service November 2024	1,150.00
	11/12/2024	689719	American Pool Service	extra service due to storm	308.75
	12/01/2024	691783	American Pool Service	monthly service December	1,150.00
	01/01/2025	695112	American Pool Service	monthly service January	1,200.00
	01/31/2025	687353	American Pool Service	200 ft of UV protected stenner chemical feeder tubing	645.00
	02/01/2025	698158	American Pool Service	monthly service February	1,200.00
Total 01-1622 · CH-Pool & Spa Maintenance					<u>8,193.75</u>
01-1626 · CH-Repairs & Maintenance					
	12/18/2024	8358	Pressure Cleaning Man	pressure cleaning of swales, sidewalks, pool deck & mailbox area	1,707.20
Total 01-1626 · CH-Repairs & Maintenance					<u>1,707.20</u>

Century Gardens at Tamiami Community Development District
Clubhouse Expenditures
October 2024 through January 2025

	<u>Date</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Memo</u>	<u>Amount</u>
01-1630 · CH-Water & Sewer					
	12/12/2024	5883452839	Miami-Dade Water and Sewer Department 588	water 09/11/24 - 12/6/24	1,211.31
	12/12/2024	3456615209	Miami-Dade Water and Sewer Department 345	water 09/06/24 - 12/06/24	34.59
Total 01-1630 · CH-Water & Sewer					<u>1,245.90</u>
01-1633 · CH-Security					
	10/11/2024	1271873	GardaWorld Security Services	security 09/28/24 - 10/11/24	1,032.80
	10/25/2024	1277204	GardaWorld Security Services	security 10/12/24 - 10/25/24	1,032.80
	11/04/2024	2853	Redes Telecom LLC	replace damaged part in cameras rotating system	420.00
	11/08/2024	1286254	GardaWorld Security Services	security 10/26/24 - 11/08/24	380.85
	12/20/2024	1308153	GardaWorld Security Services	security 12/07/24 - 12/20/24	129.10
	01/03/2025	1317435	GardaWorld Security Services	security 12/21/24 - 01/03/25	96.83
Total 01-1633 · CH-Security					<u>3,092.38</u>
01-1634 · CH Oversight & Financial Mgmt					
	10/31/2024	2024-1395	Special District Services, Inc.	CH - Oversight	500.00
	11/30/2024	2024-1530	Special District Services, Inc.	CH - Oversight	500.00
	12/31/2024	2024-1761	Special District Services, Inc.	CH - Oversight	500.00
	01/31/2025	2025-0003	Special District Services, Inc.	CH - Oversight	500.00
Total 01-1634 · CH Oversight & Financial Mgmt					<u>2,000.00</u>
01-1639 · CH - Club Staff Health Insuranc					
	11/14/2024	INS-1024-067	Castle Management LLC	Health insurance reimbursement October	487.50
Total 01-1639 · CH - Club Staff Health Insuranc					<u>487.50</u>
01-1642 · CH - Camera System Maintenance					
	10/01/2024	32767	Regions Security	new TRENDnet switch	615.00
Total 01-1642 · CH - Camera System Maintenance					<u>615.00</u>
Total Clubhouse Expenditures					<u>88,496.94</u>

June 14, 2024

Ms. Gloria Perez
District Manager
Century Gardens at Tamiami Community Development District
Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

Re: Year 2024 Engineer's Report Regarding the Status of the Century Gardens at Tamiami CDD 2014 Project (the "Expansion Area Project"), the 2017 Project (the "Tract B Assessment Area Project"), the 2018 Project (the "Clubhouse Acquisition Project"), and the 2007 Project (the "Original Project").

Dear Ms. Perez:

For the purpose of complying with Section 7.21 of the Trust Indenture between Century Gardens at Tamiami Community Development District (the "District" or "CDD") and U.S. National Bank Association dated as of August 1, 2016 and with Sections 9.14 and 9.21 of the Master Trust Indenture between the District and Wells Fargo Bank, dated August 1, 2014, and with the Second Supplemental Trust Indenture between the same parties dated November 1, 2017 and with the Third Supplemental Trust Indenture between the same parties dated August 1, 2018; Alvarez Engineers has conducted inspections of the CDD-owned portions of the Series 2007 Project (the "Original Project"), the Series 2014 Project (the "Expansion Area Project" or the "2014 Project"), the Series 2017 (the "Tract B Assessment Area Project" or the "2017 Project") and the Series 2018 (the "Clubhouse Acquisition Project" or the "2018 Project").

The Original Project (or 2007 Project) is described in detail in the Engineer's Report that was accepted by the District's Board of Supervisors on July 20, 2007 and amended on September 24, 2007 (the "2007 Project Engineer's Report").

The Expansion Area Project (or 2014 Project) is described in detail in the Engineer's Report that was accepted by the District's Board of Supervisors on April 16, 2014 and amended on August 20, 2014 (the "2014 Project Engineer's Report").

The Tract B Assessment Area Project (or 2017 Project) is described in detail in the Second Supplemental Engineer's Report that was accepted by the District's Board of Supervisors on June 21, 2017 (the "2017 Project Engineer's Report").

The Clubhouse Acquisition Project (or 2018 Project) is described in detail in the Third Supplemental Engineer's Report accepted by the District's Board of Supervisors on June 20, 2018 (the "2018 Project Engineer's Report").

This Year 2024 Engineer's Report (the "Report") sets forth the following:

1. Our findings as to whether the CDD-owned portions of the 2007, 2014, 2017 and 2018 Projects have been maintained in good repair, working order and condition.
2. Our recommendations as to the proper maintenance, repair, and operation of the CDD-owned infrastructure during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purposes, and;
3. The amount of Public Liability and Property Damage Insurance carried by the District.

Location of the Original 2007 Project, the 2014 Expansion Area Project, the 2017 Tract B Assessment Area Project, and the 2018 Clubhouse Acquisition Project.

The 2007, 2014, 2017 and 2018 Projects are located within the original and expanded boundaries of the District, which are bounded approximately by SW 120 Street on the south, SW 157 Avenue/C-1W Black Creek Canal on the west, Hammocks Boulevard on the north and theoretical SW 150 Avenue on the east, as illustrated in Exhibit 1 attached to this Report.

The 2007 Project is wholly contained within the plat for Century Gardens at Tamiami, recorded at PB 166, PG 99 of the Official Records of Miami-Dade County (the “County”). Refer to Exhibit 2.

Except for the turn lanes at SW 120 Street, the 2014 and 2018 Projects are wholly contained within the plat for Garden Estates at the Hammocks recorded at PB 170, PG 60 of the public records of Miami-Dade County (the “County”). Refer to Exhibit 3.

The 2017 Project is located within the Gardens Estates At The Hammocks Amended plat recorded at PB 172, PG 50 (formerly Tract “B” of Gardens Estates at the Hammocks recorded at PB 170, PG 60). Refer to Exhibit 3.

Portions of the 2007, 2014, 2017 and 2018 Projects Owned by the CDD as of the Date of this Report.

1. **General.** The public improvements described in the 2007, 2014, 2017 and 2018 Project Engineer’s Reports were completed and then were either kept by the CDD or transferred to other entities for ownership and maintenance as described below. Refer to Exhibits 2 and 3 for their location.
2. **Roadway Improvements.**
 - a. The onsite road improvements of the 2007 Project and described in Special Warrant Deed dated October 25, 2007, recorded at ORB 26025 PG, 777 are owned by the CDD and maintained by the CDD. They are in Tract “E”. Refer to Exhibit 2.
 - b. The onsite roads of the 2014 and 2017 Projects are divided in terms of ownership and maintenance as follows: The municipal roads located in the single-family homes area of the expansion area and the road within the right of way of SW 151 Court, were completed and conveyed to Miami-Dade County. The CDD roads within the townhomes area were completed and are owned and maintained by the District. The roads within Gardens Estates At The Hammocks Amended PB 172, PG 50 (Formerly Tract “B”) were completed and are owned and maintained the CDD on land owned by Gardens by the Hammocks Homeowners Association, Inc. The CDD was granted an easement over the HOA property in order to own

and maintain the roads. The grant of easement was recorded at ORB 30828, PG 4068. Refer to Exhibit 3.

3. Stormwater Management and Drainage Improvements.

- a. The drainage improvements of the 2007 Project are located within the bounds of the legal description found in Special Warranty Deed recorded at ORB 26025, PG 777, are owned by the CDD.
- b. The drainage improvements of the 2014 and 2017 Projects are divided in terms of ownership and maintenance as follows: The drainage improvements within the municipal roads located in the single-family homes area of the expansion area and within the right of way of SW 151 Court, were completed and conveyed to Miami-Dade County. The CDD drainage improvements within the CDD roads within the townhomes area were completed and are owned and maintained by the District. The drainage improvements in the roads within Gardens Estates At The Hammocks Amended PB 172, PG 50 (Formerly Tract “B”) were completed and are owned and maintained the CDD on land owned by Gardens by the Hammocks Homeowners Association, Inc. The CDD was granted and easement over the HOA property in order to own and maintain the drainage improvements. The grant of easement was recorded at ORB 30828, PG 4068.

4. Water Distribution and Sanitary Sewer Improvements. All the water and sewer improvements within the 2007, 2014, 2017 and 2018 Projects were conveyed to Miami-Dade Water and Sewer Department (“WASD”) for ownership and maintenance.

5. Public Park, Landscape Tracts and Entrance Features. The District transferred the park to the County and retained maintenance responsibility. The District owns and maintains thirteen landscape tracts in the single-family homes and townhomes areas. The District owns and maintains landscape tracts where the entry features are located (Tracts “D”, “J” and “L” of Garden Estates at the Hammocks PB 170, PG 60) and Tract S of Gardens Estates At The Hammocks Amended PB 172, PG 50. The District also has an easement to maintain the entry feature on Tract R of Gardens Estates At The Hammocks Amended PB 172, PG 50.

6. Landscaping Irrigation System. The District acquired the pump station located in the clubhouse site area and the irrigation distribution system within the townhomes area and the SW 151 Court right of way. The District entered into an agreement with the HOA to share maintenance responsibilities of the irrigation system improvement.

7. The Clubhouse. The District owns and maintains the clubhouse facilities located in Tract M of Garden Estates at the Hammocks PB 170, PG 60.

State of the Properties and Improvements Currently Owned by the District

- 1. Roadway Improvements.** The roads throughout the 2007, 2014, 2017 and 2018 Projects were completed and are in good working order and condition. The CDD is responsible for the roads within the 2007 Project area and the townhomes area of the 2014 and 2017 Projects. The County is responsible for the roads in the single-family homes area of the expansion area of the CDD.

2. **Stormwater Management and Drainage Improvements.** The drainage improvements for the 2007, 2014, 2017 and 2018 Projects were completed and are in good working order and condition. The CDD is responsible for the drainage system in the Original Project, as well as, in the townhomes area and Gardens Estates At The Hammocks Amended PB 172, PG 50 of the expansion area. The County is responsible for the single-family homes area of the expansion area.
3. **Water Distribution and Sanitary Sewer Improvements.** The completed water and sewer improvements were conveyed in good working order and condition to WASD for ownership and maintenance, consequently, the CDD did not have to allocate funds in its annual budget for maintenance.
4. **Public Park and Landscape Tracts.** The public park and landscape tracts are in good working order and condition. The District has included funds in its Fiscal Year budget for public park and landscape tracts, entrance features and perimeter wall maintenance.
5. **Clubhouse.** The clubhouse is in good working order and condition. Refer to the budget link in the section below for a full breakdown of the clubhouse maintenance categories.

Estimated Maintenance Costs for District-Owned Infrastructure

1. **General.** The CDD proposed budget for Fiscal Year 2024-2025 has the following amounts for maintenance expenditures:

2024-2025 Budget for Maintenance	
Engineering – Annual Reports/Inspections	\$3,500
Park Landscaping Maintenance (Includes Mulch)	\$16,800
Park Maintenance & Equipment	\$9,000
Street Roadway & Stormwater System Maintenance	\$4,000
Irrigation System Pump Station Maintenance	\$2,400
FPL Power	\$0
Field Operation Management	\$1,200
General Maintenance Contingency	\$2,000
Total Maintenance Expenditures	\$38,900
Total Clubhouse Expenditures	\$416,709

For more detailed information on the 2024-2025 Fiscal Year Budget, including a full breakdown of the clubhouse budget, please visit the District’s website at the following link:

<https://centurygardenstamiamicdd.org/financials/>

Alvarez Engineers recommends considering the following suggestions for future maintenance budgets:

2. District Roads, 2007 Project (all roads within), 2014 and 2017 Projects (roads in the townhomes and former Tract B areas)

Funds will be needed to replace the wearing roadway asphalt layer in about 13 years for the 2007 Project and about 20 years for the 2014 and 2017 Projects, when the asphalt has reached its estimated 30-year service life. Funds will also be needed to update signs and markings on the roadways in about 3 years for the 2007 Project and about 8 years for the 2014 and 2017 Projects, and subsequently restored approximately every 10 years. The District Board of Supervisors may decide whether to create a sinking fund to finance the future capital expense yearly, or to pay a lump sum amount at the end of the asphalt service life. The tables below provide the estimated future replacement costs and the estimated annual contributions over the remaining service life to fund the expenses. The calculations below assume an annual interest rate of 0.25%. The program may be financed yearly or in one lump sum when needed, at the discretion of the Board of Supervisors.

Century Gardens at Tamiami CDD - 2007 Project									
Pavement Service Life (30 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Pavement Replacement (Mill unit price \$2 and Resurface 3/4" Thick unit price \$6)			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2007	2037	2024	13	51,400	\$8.00	\$411,200	\$623,790	0.25%	\$47,268
* Using Florida Department of Transportation Inflation Factors									

Century Gardens at Tamiami CDD - 2007 Project									
Signs & Marking Service Life (10 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Signs & Marking			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$
2022	2027	2024	3	51,400	\$1.00	\$51,400	\$56,129	0.25%	\$18,663
* Using Florida Department of Transportation Inflation Factors									

Century Gardens at Tamiami CDD - 2014 & 2017 Projects (Townhomes Area, Incl. Tract B)										
Pavement Service Life (30 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Pavement Replacement (Mill unit price \$2 and Resurface 3/4" Thick unit price \$6)			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)	
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$	
2014	2044	2024	20	19,313	\$8.00	\$154,504	\$295,257	0.25%	\$14,415	
* Using Florida Department of Transportation Inflation Factors										

Century Gardens at Tamiami CDD - 2014 & 2017 Projects (Townhomes Area, Incl. Tract B)										
Signs & Marking Service Life (10 Years Estimated)		Present Year	Remaining Service Life (Yrs)	Present Year Cost (PC) of Signs & Marking			Future Replacement Cost @ End of Service Life*	Annual Interest Rate	Annuity to Finance (FC) in (n) Years given (i)	
From	To		(n)	Quantity (SY)	Unit Cost (\$/SY)	(PC)	(FC)	(i)	$FCi/((1+i)^n-1)$	
2022	2032	2024	8	19,313	\$1.00	\$19,313	\$24,817	0.25%	\$3,075	
* Using Florida Department of Transportation Inflation Factors										

3. Stormwater Drainage, 2007 Project (all roads within), 2014 and 2017 Projects (roads in the townhomes and former Tract B areas)

The following is a suggested 5-year cyclical program for servicing the inlets, manholes, pipes, and French drains of the drainage system. The program consists of servicing 20% of the system every year so that at the end of the fifth year, 100% of the system will have been serviced. The table below shows the estimated amount that would need to be budgeted yearly to service all the drainage structures and pipes in the District less the ones in the Single-Family Homes area and 151 Ct, for which the County is responsible. The program may be financed yearly or in one lump sum when needed, at the discretion of the Board of Supervisors.

Drainage 2007, 2014, and 2017 Projects Less The Single Family Area By The County									
Total No. Structures in CDD	Total LF Pipes	No. Structures with Pipes Serviced per Year					Cost/EA Structure (Includes Cleaning, and Baffle Replacement)	Cost/LF Pipe (Includes Cleaning, Video, Dewatering, and Root Removal)	Total Budget Amount Per Year
		Year 1	Year 2	Year 3	Year 4	Year 5			
277	13660	56					\$225.00	\$6.70	\$31,000
			56				\$230.00	\$6.90	\$31,800
				56			\$235.00	\$7.40	\$33,400
					56		\$240.00	\$8.10	\$35,600
						56	\$245.00	\$9.20	\$38,900

Public Liability and Property Damage Insurance Carried by the District

The District currently carries General Liability, Property, Inland Marine, Hired Non-Owned Auto, Employment Practice Liability, Public Officials Liability and Deadly Weapon Protection under Agreement Number 100123024 of Florida Insurance Alliance. The premium of the policy is \$28,829 and covers the period between October 1, 2023 and October 1, 2024. The CDD has included enough funds in its Fiscal Year 2024-2025 budget to cover the insurance premium.

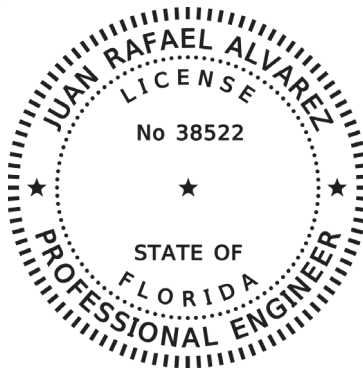
This report was prepared to the best of my knowledge and belief and is based on field observations conducted by Alvarez Engineers personnel, the 2007, 2014, 2017 and 2018 Engineer's Reports and public documents available.

If you have any questions, please do not hesitate to contact me at 305-640-1345 or at Juan.Alvarez@Alvarezeng.com

Sincerely,
Alvarez Engineers, Inc.

Juan R Alvarez Digitally signed by Juan R Alvarez
Date: 2024.06.14 17:32:51 -04'00'

Juan R. Alvarez, PE
District Engineer
Date: June 14, 2024



This item has been digitally signed and sealed by Juan R. Alvarez, PE on June 14, 2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

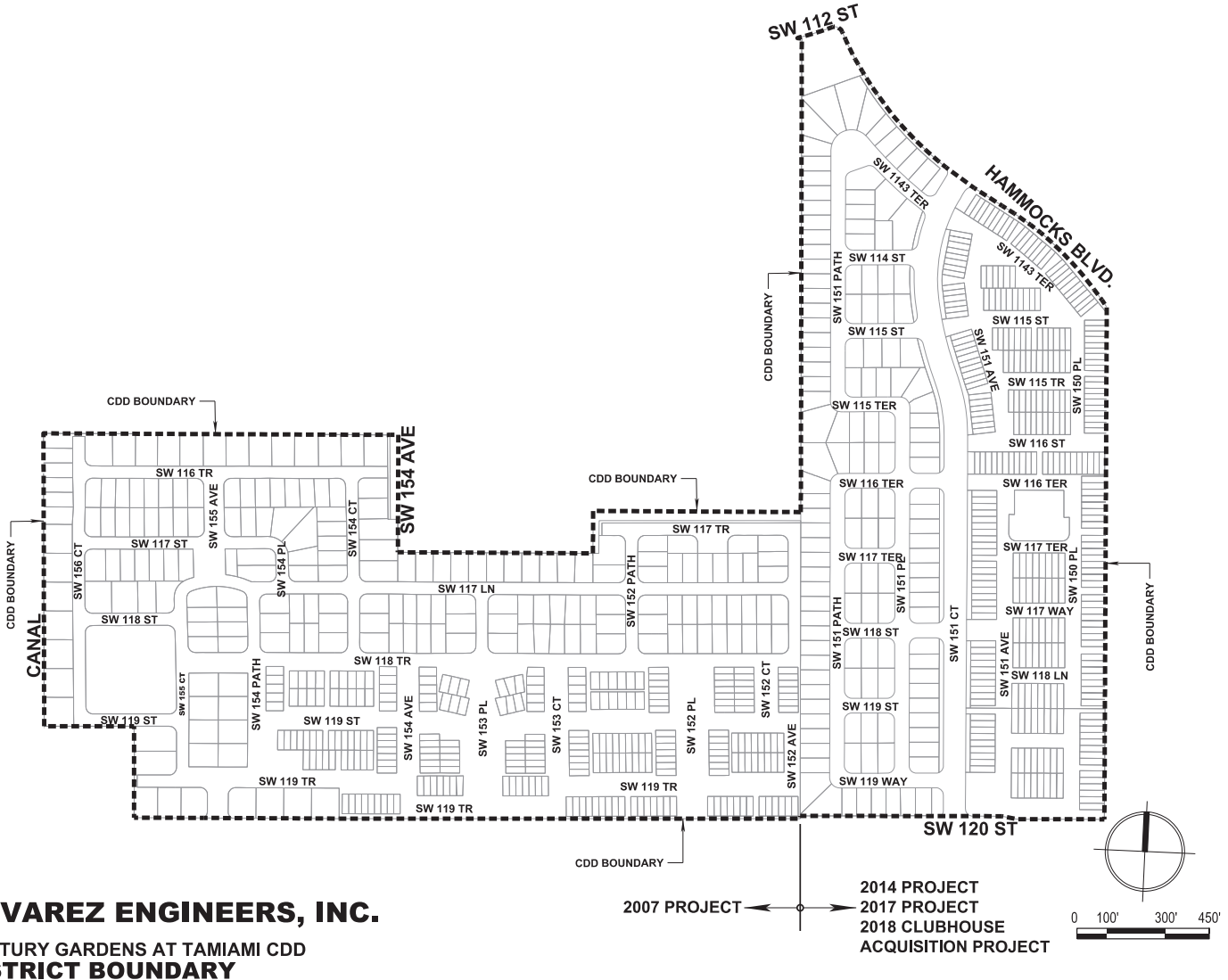
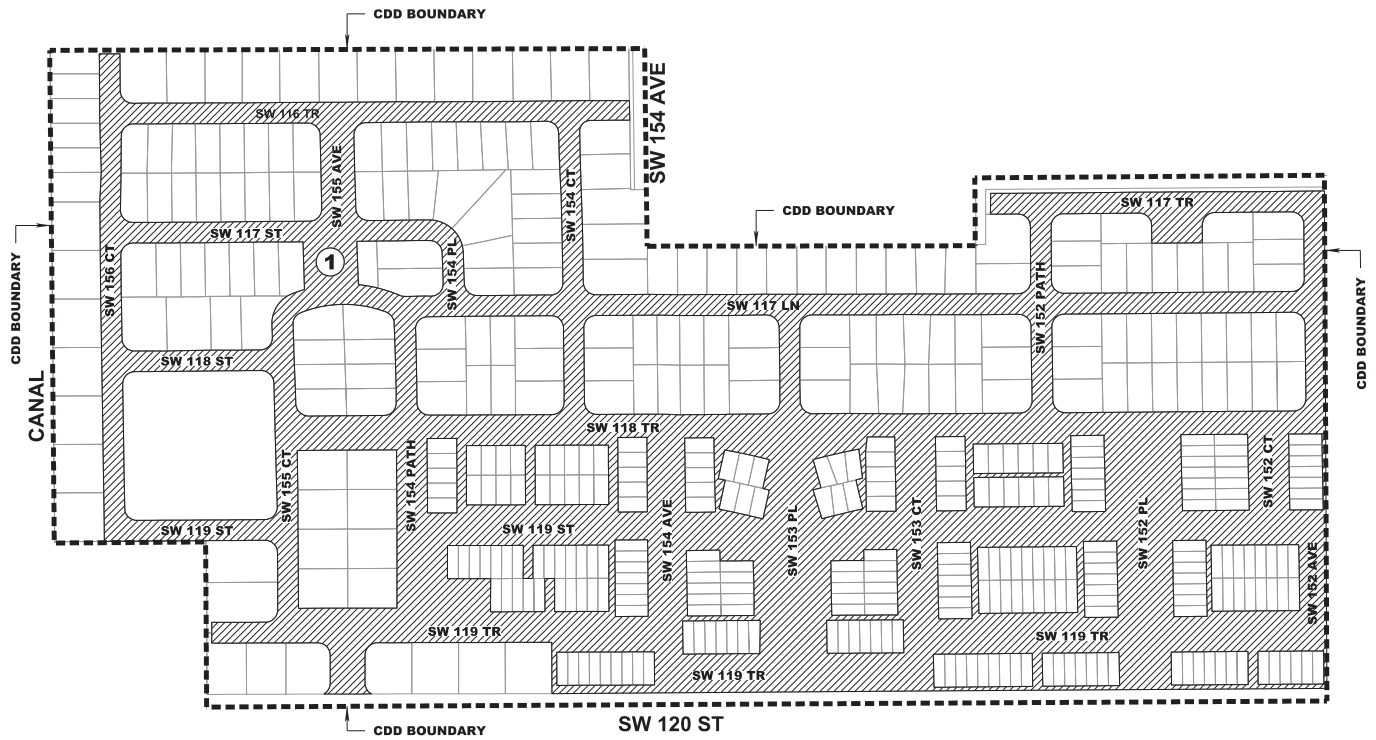


EXHIBIT 1

S:\24\2022 P\070504 - Century Gardens at Tamiami CDD (Early Report)\2022 Report\001-CADD\EXHIBIT-02.dgn



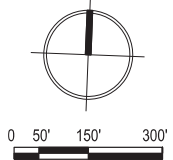
① CDD OWNERSHIP
 PORTION OF TRACT "E" (PB 166, PG 99)
 FOLIO 30-5909-048-4510
 ORB 26025, PG 777
 CATEGORY: INTERIOR ROADS AND DRAINAGE

LEGEND:
 ORB: OFFICIAL RECORD BOOK
 PB: PLAT BOOK
 PG: PAGE
 QCD: QUIT CLAIM DEED
 SWD: SPECIAL WARRANTY DEED

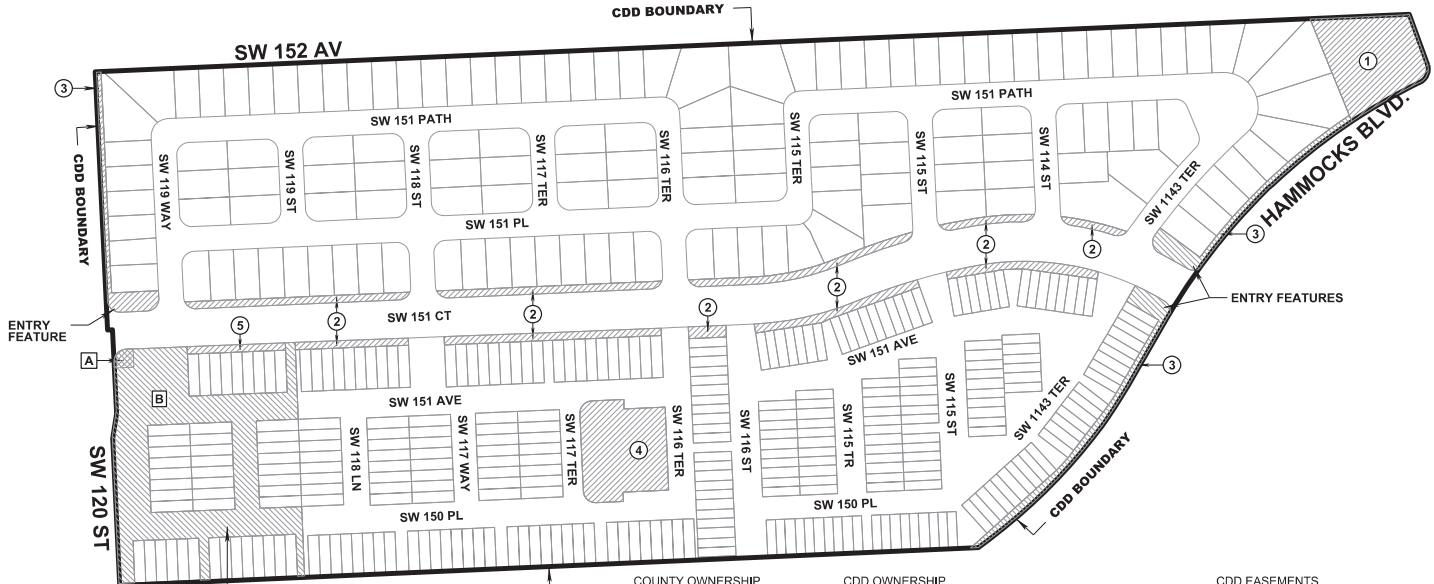
ALVAREZ ENGINEERS, INC.
CENTURY GARDENS AT TAMIAMI CDD
CDD LAND OWNERSHIP

DETAIL OF 2007 PROJECT

EXHIBIT 2



6/10/2024 \\Aes-dc-12\datas\alvarez_data\PRO\ECTS\140301 - Century Gardens at Tamiami Expansion\Yearly Reports\2024 Report\001-CDD\EXHIBIT-03.dgn



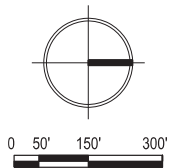
FORMER TRACT "R"
 (PB 172, 50)
 FOLIO: 30-5909-051-0480
 (QCD 31088-2697)
 OWNER: GARDENS BY THE HAMMOCKS HOA, INC.
 CATEGORY: CDD OWNS ROADWAY &
 DRAINAGE IMPROVEMENTS

COUNTY OWNERSHIP
 TRACT "A" (PB 170, PG 60)
 FOLIO 30-5909-050-3990
 ORB31622, PG 1107
 CATEGORY: PARK

CDD OWNERSHIP
 TRACTS "E, F, G, H, I, K, N, O, P, AND Q" (PB 170, PG 60)
 FOLIOS 30-5909-050-4030
 30-5909-050-4040
 30-5909-050-4050
 30-5909-050-4060
 30-5909-050-4090
 30-5909-050-4120
 30-5909-050-4130
 30-5909-050-4140
 30-5909-050-4150
 30-5909-050-4070
 ORB 29673, PG 3495
 CATEGORY: LANDSCAPE TRACTS
 TRACTS "D, J AND L" (PB 170, PG 60)
 FOLIOS 30-5909-050-4100
 30-5909-050-4080
 30-5909-050-4020
 ORB 29673, PG 3495
 CATEGORY: LANDSCAPE TRACTS
 AND ENTRY FEATURES
 TRACT "M" (PB 170, PG 60)
 FOLIO 30-5909-050-4110
 ORB 31139, PG 1513
 CATEGORY: CLUBHOUSE
 TRACT "S" (PB 172, 50)
 FOLIO: 30-5909-051-0490
 ORB 30828, PG 4071
 CATEGORY: LANDSCAPE TRACT

CDD EASEMENTS
 A TRACT "R" (PB 172, PG 50)
 FOLIO: 30-5909-051-0480
 ORB 29609, PG 490
 CATEGORY: ENTRY FEATURE
 B TRACT "R" (PB 172, 50)
 FOLIO: 30-5909-051-0480
 ORB 30828, PG 4068
 CATEGORY: ROADS AND DRAINAGE

LEGEND:
 ORB: OFFICIAL RECORD BOOK
 PB: PLAT BOOK
 PG: PAGE
 QCD: QUIT CLAIM DEED
 SWD: SPECIAL WARRANTY DEED



ALVAREZ ENGINEERS, INC.

CENTURY GARDENS AT TAMIAMI EXPANSION CDD CDD LAND OWNERSHIP AND EASEMENTS

DETAIL OF 2014, 2017 AND 2018 PROJECTS

EXHIBIT 3

6/10/2024 \\aes-dc-12\dados\alvarez_data\PROJECTS\140301 - Century Gardens at Tamiami Expansion\Yearly Reports\2024 Report\001-CADD\EXHIBIT-04.dgn

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____, 20__

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or []
online notarization, this _____ day of _____ 20____, by
_____ in his/her capacity as _____ for
_____ (name of Nongovernmental Entity).

NOTARY PUBLIC

Personally Known OR
Produced Identification

Type of Identification Produced