

Big Cypress Stewardship District

12051 Corporate Boulevard, Orlando, Florida 32817

Phone (407) 723-5900 • Fax (407) 723-5901

<http://bigcypressstewardship.com/>

The Public Hearing and Regular Board Meeting of the Big Cypress Stewardship District Board of Supervisors will be held on **Wednesday, June 10, 2020, at 10:00 a.m.** using telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69 & 20-112. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 Participant Code: 796 580 192#

Board of Supervisors' Meeting Agenda

- Call to Order/Roll Call
- Public Comment Period
- 1) Administration of Oath of Office to New Board Members
- 2) Discussion regarding Executive Orders 20-52, 20-69 & 20-112
- 3) Consideration of Resolution 2020-05, Re-Designating the Officers of the Big Cypress Stewardship District
- 4) Consideration of Resolution 2020-06, Canvassing and Certifying the Results of the Landowners' Election
- 5) Consideration of the Minutes of the March 4, 2020 Board of Supervisors Meeting
- 6) Consideration of Resolution 2020-07, Approving FY 2020-2021 Meeting Schedule
- 7) Public Hearing to Consider FY 2020-2021 Budget
 - Public Comment
 - Consideration of Resolution 2020-08, Adopting Final Budget for FY 2020-2021
 - Affidavit of Publication
- 8) Consideration of District Management Fee Increase Letter for Fiscal Year 2021 (*provided under separate cover*)
- 9) Consideration of FY 2020-2021 Budget Funding Agreement
- 10) Consideration of First Amendment to the Website Maintenance Services Agreement
- Appointment of Auditor Selection Committee
- 11) Consideration of Engineer's Report (*provided under separate cover*)
- 12) Consideration of Resolution 2020-09, Bond Resolution (*provided under separate cover*)
- 13) Ratification of Funding Request Nos. 146 – 156
- 14) Manager's Report
 - a) Statement of the District's Financial Position
 - b) Letter from Supervisor of Elections – Collier County
 - c) Statement of Financial Disclosure – Filing Deadline 7/1/2020
- Attorney's Report
- Engineer's Report
- President's Report - Big Cypress Update
- Audience Comments and Supervisors' Request
- Adjournment
- Supervisor Requests and Audience Comments
- Adjournment

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Oath of Office

BIG CYPRESS STEWARDSHIP DISTRICT

**BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BIG CYPRESS STEWARDSHIP DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me this ____ day of _____, 2018, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Big Cypress Stewardship District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Executive Orders
20-52, 20-69 & 20-112**

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

FILED
2020 MAR -9 PM 5:52
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

WHEREAS, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

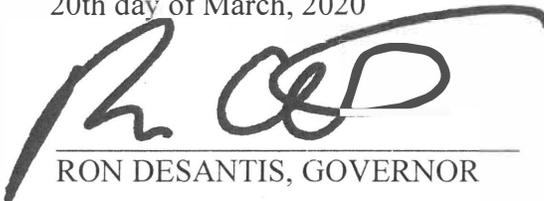
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

2020 MAR 20 AM 9:38

FILED

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-112

(Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on April 3, 2020, I issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, my administration has implemented a data-driven strategy devoted to high-volume testing and aggressive contact tracing, as well as strict screening protocols in long-term care facilities to protect vulnerable residents; and

WHEREAS, data collected by the Florida Department of Health indicates the State has achieved several critical benchmarks in flattening the curve, including a downward trajectory of hospital visits for influenza-like illness and COVID-19-like syndromic cases, a decrease in percent positive test results, and a significant increase in hospital capacity since March 1, 2020; and

WHEREAS, during the week of April 20, 2020, I convened the Task Force to Re-Open Florida to evaluate how to safely and strategically re-open the State; and

WHEREAS, the path to re-opening Florida must promote business operation and economic recovery while maintaining focus on core safety principles.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 1 Recovery

In concert with the efforts of President Donald J. Trump and the White House Coronavirus Task Force, and based on guidance provided by the White House and the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the Florida Surgeon General and State Health Officer, Dr. Scott Rivkees, I hereby adopt the following in response to the recommendations in Phase 1 of the plan published by the Task Force to Re-Open Florida.

Section 2. Responsible Individual Activity

A. All persons in Florida shall continue to limit their personal interactions outside the home; however, as of the effective date of this order, persons in Florida may provide or obtain:

1. All services and activities currently allowed, *i.e.*, those described in Executive Order 20-91 and its attachments, which include activities detailed in Section 3 of Executive Order 20-91, the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce and a list propounded by Miami-Dade County in multiple orders (as of April 1, 2020), as well as other services and activities approved by the State Coordinating Officer. Such services should continue to follow safety

guidelines issued by the CDC and OSHA. If necessary, employee screening or use of personal protective equipment should continue.

2. Additional services responsibly provided in accordance with Sections 3 and 4 of this order in counties other than Miami-Dade, Broward and Palm Beach. In Miami-Dade, Broward and Palm Beach counties, allowances for services and activities from Sections 3 and 4 of this order will be considered in consultation with local leadership.

B. Except as provided in Section 2(A)(1) of this order, senior citizens and individuals with a significant underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immunocompromised status, cancer, diabetes, severe obesity, renal failure and liver disease) are strongly encouraged to stay at home and take all measures to limit the risk of exposure to COVID-19.

C. For the duration of this order, all persons in Florida should:

1. Avoid congregating in large groups. Local jurisdictions shall ensure that groups of people greater than ten are not permitted to congregate in any public space that does not readily allow for appropriate physical distancing.
2. Avoid nonessential travel, including to U.S. states and cities outside of Florida with a significant presence of COVID-19.
3. Adhere to guidelines from the CDC regarding isolation for 14 days following travel on a cruise or from any international destination and any area with a significant presence of COVID-19.

D. This order extends Executive Order 20-80 (Airport Screening and Isolation) and Executive Order 20-82 (Isolation of Individuals Traveling to Florida), with exceptions for persons involved in military, emergency, health or infrastructure response or involved in commercial activity. This order extends Sections 1(C) and 1(D) of Executive Order 20-86 (Additional Requirements of Certain Individuals Traveling to Florida), which authorize the Department of Transportation, with assistance from the Florida Highway Patrol and county sheriffs, to continue to implement checkpoints on roadways as necessary.

Section 3. Businesses Restricted by Previous Executive Orders

Unless I direct otherwise, for the duration of this order, the following applies to businesses directly addressed by my previous Executive Orders:

- A. Bars, pubs and nightclubs that derive more than 50 percent of gross revenue from the sale of alcoholic beverages shall continue to suspend the sale of alcoholic beverages for on-premises consumption. This provision extends Executive Order 20-68, Section 1 as modified by Executive Order 20-71, Sections 1 and 2.
- B. Restaurants and food establishments licensed under Chapters 500 or 509, Florida Statutes, may allow on-premises consumption of food and beverage, so long as they adopt appropriate social distancing measures and limit their indoor occupancy to no more than 25 percent of their building occupancy. In addition, outdoor seating is permissible with appropriate social distancing. Appropriate social distancing requires maintaining a minimum of 6 feet between parties, only seating parties of 10 or fewer people and keeping bar counters closed to seating. This provision

extends Executive Order 20-68, Section 3 and supersedes the conflicting provisions of Executive Order 20-71, Section 2 regarding on-premises food consumption.

- C. Gyms and fitness centers closed by Executive Order 20-71 shall remain closed.
- D. The prohibition on vacation rentals in Executive Order 20-87 remains in effect for the duration of this order.
- E. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to implement and enforce the provisions of this order as appropriate.

Section 4. Other Affected Business Services

Unless I direct otherwise, for the duration of this order, the following applies to other business services affected by my previous Executive Orders:

- A. In-store retail sales establishments may open storefronts if they operate at no more than 25 percent of their building occupancy and abide by the safety guidelines issued by the CDC and OSHA.
- B. Museums and libraries may open at no more than 25 percent of their building occupancy, provided, however, that (a) local public museums and local public libraries may operate only if permitted by local government, and (b) any components of museums or libraries that have interactive functions or exhibits, including child play areas, remain closed.

Section 5. Medical Procedures

Subject to the conditions outlined below, elective procedures prohibited by Executive Order 20-72 may resume when this order goes into effect. A hospital ambulatory surgical center, office surgery center, dental office, orthodontic office, endodontic office or other health care

practitioners' office in the State of Florida may perform procedures prohibited by Executive Order 20-72 only if:

- A. The facility has the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation;
- B. The facility has adequate personal protective equipment (PPE) to complete all medical procedures and respond to COVID-19 treatment needs, without the facility seeking any additional federal or state assistance regarding PPE supplies;
- C. The facility has not sought any additional federal, state, or local government assistance regarding PPE supplies since resuming elective procedures; and
- D. The facility has not refused to provide support to and proactively engage with skilled nursing facilities, assisted living facilities and other long-term care residential providers.

The Agency for Health Care Administration and the Department of Health shall utilize their authority under Florida law to further implement and enforce these requirements. This order supersedes the conflicting provisions of Executive Order 20-72.

Section 6. Previous Executive Orders Extended

The Executive Order 20-69 (Local Government Public Meetings) is extended for the duration of this order.

Section 7. Enforcement

This order shall be enforced under section 252.47, Florida Statutes. Violation of this order is a second-degree misdemeanor pursuant to section 252.50, Florida Statutes, and is punishable by imprisonment not to exceed 60 days, a fine not to exceed \$500, or both.

Section 8. Effective Date

This order is effective at 12:01 a.m. on May 4, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of April, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2020 APR 29 PM 4:52
Tallahassee, Florida

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Resolution 2020-05,
Re-Designating the Officers of the Big Cypress**

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT RE-DESIGNATING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Big Cypress Stewardship District at a landowners' election held on June 10, 2020, desires to elect the below recited persons to the office specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT;

1. The following persons were appointed to the offices shown, to wit:

_____ President
_____ Vice President
_____ Secretary
_____ Treasurer
_____ Assistant Secretary
_____ Assistant Secretary
_____ Assistant Secretary
_____ Assistant Treasurer/Assistant Secretary
_____ Assistant Treasurer
_____ Assistant Treasurer

PASSED AND ADOPTED THIS 10th DAY OF JUNE, 2020.

ATTEST:

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Secretary / Assistant Secretary

President/Vice President

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Resolution 2020-06,
Canvassing and Certifying the Results of
the Landowners' Election**

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO THE SPECIAL ACT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Big Cypress Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2004-423, Laws of Florida, being situated entirely within Collier County, Florida; and

WHEREAS, pursuant to Chapter 2004-423, Laws of Florida, a landowners meeting is required to be held for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on June 10, 2020, and at which the below recited person was duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BIG CYPRESS STEWARDSHIP DISTRICT:

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____ Votes: _____

Section 2. In accordance with Chapter 2004-423, Laws of Florida, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for a 3 year term of office.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF JUNE, 2020.

BIG CYPRESS STEWARDSHIP DISTRICT

Attest:

President/Vice President

Secretary/Assistant Secretary

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Minutes of the March 4, 2020
Board of Supervisors Meeting**

**MINUTES OF MEETING
BIG CYPRESS STEWARDSHIP DISTRICT**

The Regular Board Meeting of the Board of Supervisors of the Big Cypress Stewardship District was held on Wednesday, March 4, 2020 at 10:01 a.m., at 2550 Goodlette Road N., Suite 100, Naples, Florida 34103.

Present and constituting a quorum were:

Patrick Utter	President	
Glen Harrell	Vice President	
Nancy Payton	Assistant Secretary	
Cecil Howell	Assistant Secretary	
John McGarvey	Assistant Secretary	(via phone)

Also present were:

Jennifer Walden	PFM	(via phone)
Lynne Mullins	PFM	(via phone)
Johnathan Johnson	Hopping, Green & Sams	(via phone)

FIRST ORDER OF BUSINESS

Roll Call

Ms. Walden called the meeting to order at 10:01 a.m. and roll call was taken.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden called for public comments on any of the agenda items. There were no members of the public present.

THIRD ORDER OF BUSINESS

**Administration of Oath of
Office to New Board Members**

Ms. Walden noted that Mr. McGarvey on the phone but is not physically present and will be administered the oath of office at another time.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes
off the November 6, 2019**

**Board of Supervisors'
Meeting**

The Board reviewed the minutes of the November 6, 2019 Board of Supervisors' Meeting.

On Motion, by Mr. Utter, and seconded by Ms. Payton, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved Minutes of the November 6, 2020 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

**Public Hearing on the
Adoption of District Rules of
procedure**

- a) Public Comments and
Testimony**
- b) Board Comments**
- c) Consideration of
Resolution 2020-03,
Adopting Rules of
Procedure**

Ms. Walden stated the public hearing was properly noticed in accordance with Florida Statute and requested a motion to open the public hearing.

On Motion, by Mr. Harrell, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District opened the Public Hearing.

Ms. Walden noted there were no members of the public present and requested a motion to close the public hearing.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District closed the Public Hearing.

The Board reviewed Resolution 2020-03. Ms. Walden stated the Board saw the Rules of Procedure recommended at the last meeting.

Mr. Johnson noted for the record he provided a memorandum which walked through all the changes in the last agenda package when the Board set the public hearing. It is a clean-up item coming out of changes in the Florida Statute. It is a standard document that many District's have now adopted and are amending as well. District staff recommends approval of the Resolution.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved Resolution 2020-03, Adopting Rules of Procedure.

SIXTH ORDER OF BUSINESS

**Consideration Resolution
2020-04, Adopting Internal
Controls Policy**

Mr. Johnson explained the Resolution is a result of requirements imposed by the Florida Legislature on all the governments mandating that the District has an internal control policy to prevent fraud and the misuse of funds. The Policy before the Board has been reviewed and District Counsel received comments from the District Manager and the District's Auditor. The policy contains practices that the District Manager and District Auditor are already following. The Resolution embodies any document and meets the new requirements of the Florida Statutes.

On Motion, by Ms. Payton, and seconded by Mr. Harrell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved Resolution 2020-04, Adopting Internal Controls Policy

SEVENTH ORDER OF BUSINESS

**Ratification of Funding
Request No's. 137 - 145**

The Board reviewed Funding Requests No's. 137 – 145. Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District ratified Funding Request No's. 137 – 145.

EIGHTH ORDER OF BUSINESS

**Statement of District's
Financial Position**

The Board reviewed the District financials through October 1, 2019 through January 31, 2020. The District has expenses of just over \$22,000.00. There was no action required by the Board.

NINTH ORDER OF BUSINESS

Attorney's Report

Mr. Johnson acknowledged that Ms. Walden can send Mr. McGarvey the oath of office and a notary in his office or local to him can administer the oath and return it to The District Manager before the next meeting.

Mr. Johnson noted he and Mr. Utter have been working with Dr. Fishkind and others to put together the beginning of a Bond Validation Process so the District would be in a position to issue Bonds for planned villages within the Big Cypress Stewardship District. They discussed the Engineer's Report and Bond Counsel Proposal. Mr. Johnson explained the Board will eventually approve a Bond Resolution which authorizes District staff to make the filing to a Judge. The attachments to that resolution will be a Master Trust Indenture and the Engineer's Report.

Ms. Payton asked why it goes to the Judge. Mr. Johnson replied that according to Florida Statute the District is required to obtain a judgment from a circuit court in Florida that says the District was validly created that the purposes for which the District plans to issue Bonds are legal and appropriate, and that the District followed proper procedures.

Mr. Johnson is looking for the Board to approve a Bond Counsel today. District Counsel handles the validation in court and provide opinions required for closing relative to the State Law issues as well as representing the District Board and making sure the documents are in appropriate order. The District Manager's office will also provide documentary support and the financial analysis. Bond Counsel does the federal tax opinions that ensure the buyers the securities are exempt from federal income tax. The Bond Counsel also prepares the Trust Indenture and the resolutions. Mr. Johnson asked the Board to consider a proposal from Akerman to serve as Bond Counsel in the amount of \$45,000.00 which is payable out of the Bond Issuance. The monies will be allocated to the three villages.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved the Akerman proposal for the Bond Validation and the future issuance of Bonds for the District.

TENTH ORDER OF BUSINESS

Engineer's Report

The Engineer was not present.

ELEVENTH ORDER OF BUSINESS

Manager's Report

Ms. Walden noted the next meeting is scheduled for June 10, 2020 at 10:00 a.m. Mr. Johnson asked if the Board wanted to consider an earlier meeting to get the Bond Validation started but Mr. Utter didn't think it was necessary.

TWELFTH ORDER OF BUSINESS

President's Report

Mr. Utter presented an update on River Grass. He had a Planning Commission Public Hearing with the County three weeks ago and the result was that the County approved the District 3 to 2. There was 8 hours of testimony. The District only needed three votes. Ms. Payton noted the District got four votes for the SSA and the water and sewer.

Mr. Utter stated the District filed two other Villages in November and are proceeding through the process. He is going to resubmit in a couple weeks.

Some internal changes happened within the Developer's higher management. The family has engaged two new consultants to help provide input on planning and PR strategy. Mr. Utter is meeting with the Commissioners this week to discuss the ideas of connectivity, bike riding, and walkability. The developer cut back 25% of the deviations in the next villages in an effort to address County staff comments. Ms. Payton is concerned about interconnections that potentially impact wetlands. He agreed to one interconnection and there are discussions about creating a boardwalk through the other connections. There were two connections permitted in the District permit already. He explained there are 30 houses on the connecting road and when they are built there will not be a Publix so it will not have much cut through traffic but when the Publix opens in

five years after those residents move in all 2,600 residents in Long Water will have access across their front door to Publix so Mr. Utter is trying to minimize the issue in the future.

Mr. Utter stated the next step is to meet with Commissioners try to listen to their ideas and resubmit in 2-3 weeks. He noted there is a desire of the Commissioners to bring back the town which would take 10-15 years. There are some parcels that could be combined to create a town, but the District cannot make that assurance today. Relative to the environmental permitting the HCP is continuing to move slowly but Mr. Utter thinks it will be issued in draft in the next 60-90 days. The final gets published 60 days later. So, within the next 6 months the District could have a final HCP completed that could be challenged. When that gets issued the District can file for the Corp permit. The Conservancy submitted a public record request for every document from the County and the District regarding the permitting process. A lengthy discussion took place.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Mr. Harrell provided his resignation which is Seat 1 and expires June 2022. Ms. Walden requested a motion to accept his resignation.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District accepted Glen Harrell's Resignation.

Ms. Walden called for nominations to fill the seat. Mr. Utter responded that he has some ideas of who to nominate. Mr. Johnson stated since there is an election coming up the District just needs to add this seat to the election under the terms of the special act and then he can nominate for that position.

The floor was open for public comment however there were no members of the public present.

FOURTEENTH ORDER OF BUSINESS

Adjournment

There was no other business to discuss. Ms. Walden requested a motion to adjourn.

On Motion, by Ms. Payton, and seconded by Mr. Utter, with all in favor the Board of Supervisors of the Big Cypress Stewardship District adjourned the March 4, 2020 Board of Supervisors' Meeting.

Secretary/Assistant Secretary

President/Vice President

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Resolution 2020-07,
Approving FY 2020-2021 Meeting Schedule**

RESOLUTION 2020-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BIG
CYPRESS STEWARDSHIP DISTRICT ADOPTING THE
ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021**

WHEREAS, the Big Cypress Stewardship District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-423, Laws of Florida; and

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

WHEREAS, the Board has proposed the Fiscal Year 2020-2021 annual meeting schedule as attached in **Exhibit A**;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF
THE BIG CYPRESS STEWARDSHIP DISTRICT**

1. The Fiscal Year 2020-2021 annual public meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF JUNE, 2020.

ATTEST:

BIG CYPRESS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

President/Vice President

EXHIBIT “A”

**BOARD OF SUPERVISORS MEETING DATES
BIG CYPRESS STEWARDSHIP DISTRICT
FISCAL YEAR 2020-2021**

Wednesday, December 2, 2020

Wednesday, March 3, 2020

Wednesday, June 2, 2020

Wednesday, September 1, 2020

All meetings will convene at 10:00 a.m. at the
Office of Collier Enterprises
2550 Goodlette Road N., Suite 100, Naples, Florida.

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Resolution 2020-08,
Adopting Final Budget for FY 2020-2021**

RESOLUTION 2020-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE BIG CYPRESS STEWARDSHIP DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Big Cypress Stewardship District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 2004-423(12), Laws of Florida; and

WHEREAS, the Board set June 10, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Chapter 2004-423(12), Laws of Florida; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Chapter 2004-423(12), Laws of Florida, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 2004-423(12), Laws of Florida (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be

subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Big Cypress Stewardship District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 10th DAY OF JUNE, 2020.

ATTEST:

**BIG CYPRESS STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

By:

Its:

Exhibit A: Fiscal Year 2020/2021 Budget

Big Cypress Stewardship District
 FY 2021 Proposed O&M Budget

EXHIBIT A

	Actual Through 05/31/2020	Anticipated June - Sep.	Anticipated FY 2020	FY 2020 Adopted Budget	FY 2021 Proposed Budget
Revenues					
Developer Contributions	\$ 36,606.05	\$ 21,303.35	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
Net Revenues	\$ 36,606.05	\$ 21,303.35	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
General & Administrative Expenses					
Supervisor Fees	\$ 1,200.00	\$ 600.00	\$ 1,800.00	\$ 600.00	\$ 4,800.00
POL Insurance	2,995.00	-	2,995.00	3,295.00	3,400.00
Management	10,000.00	5,000.00	15,000.00	15,000.00	20,000.00
Engineering	11,104.00	5,552.00	16,656.00	-	15,000.00
District Counsel	10,059.28	5,029.64	15,088.92	10,000.00	15,000.00
General Insurance	-	-	-	-	4,000.00
Assessment Administration	-	-	-	-	7,500.00
Trustee Services	-	-	-	-	7,000.00
Reamortization Schedules	-	-	-	-	500.00
Audit	-	-	-	-	6,000.00
Dissemination Agent	-	-	-	-	5,000.00
Travel and Per Diem	744.22	372.11	1,116.33	400.00	2,000.00
Postage & Shipping	12.10	6.05	18.15	100.00	200.00
Copies	-	33.33	33.33	100.00	100.00
Legal Advertising	1,533.00	766.50	2,299.50	1,000.00	3,000.00
Contingency	160.50	166.67	327.17	500.00	2,500.00
Web Site Maintenance	1,100.00	1,300.00	2,400.00	2,400.00	2,400.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 39,083.10	\$ 18,826.30	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
Total Expenses	\$ 39,083.10	\$ 18,826.30	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
Net Income (Loss)	\$ (2,477.05)	\$ 2,477.05	\$ -	\$ -	\$ -

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Affidavit of Publication

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34140

BIG CYPRESS STEWARDS HIP C/O PFM GRO
12051 CORPORATE BLVD

ORLANDO, FL 32817

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

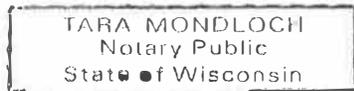
Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 05/19/2020, 05/26/2020

Subscribed and sworn to before on May 26, 2020:

Tara Mondloch

Notary, State of WI, County of Brown



My commission expires August 6, 2021

Publication Cost: \$1,316.00
Ad No: 0004193260
Customer No: 1305030
PO#:

of Affidavits 1

This is not an invoice

**BIG CYPRESS STEWARDSHIP
DISTRICT
NOTICE OF LANDOWNERS'
MEETING; NOTICE OF REGU-
LAR BOARD OF SUPERVISORS
MEETING; NOTICE OF PUBLIC
HEARING TO CONSIDER
ADOPTION OF THE FISCAL
YEAR 2020/2021 BUDGET;
AND NOTICE OF POSSIBLE RE-
MOTE PROCEDURES DURING
PUBLIC HEALTH EMERGENCY
DUE TO COVID-19**

Notice is hereby given to the public and all landowners within Big Cypress Stewardship District ("District") located in Collier County, Florida, advising that a meeting of landowners will be held on June 10, 2020 at 10:00 a.m. at 2550 Goodlette-Frank Road North, Suite 100, Naples, Florida, for the purpose of electing two (2) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be a convened meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board. A public hearing will, also, be held at that time for the purpose of hearing comments and objections on the adoption of the District's Fiscal Year 2020/2021 budget. A copy of the agenda and budget may be obtained from the District Manager at 12051 Corporate Blvd., Orlando, Florida 32817, (407) 723-5900 ("District Manager's Office"), or by visiting the District's website at <http://bigcypressstewardship.com/>.

It is anticipated that the landowners' meeting, public hearing and meeting will take place at 2550 Goodlette-Frank Road North, Suite 100, Naples, Florida. In the event that the COVID-19 public health emergency prevents the hearing and meetings from occurring in-person, the District may conduct the public hearing and meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-112, issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 29, 2020, respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meetings utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so telephonically at 1-844-621-3956, Participant Code: 796 580 192#. Participants are strongly encouraged to submit questions and comments to the District Manager's Office listed above or to waldenj@pfm.com by June 9, 2020 at 5:00 p.m. in advance of the meeting to facilitate the Board's consideration of such

questions and comments during the meeting and public hearing.

At the landowners' meeting, each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The meetings and public hearing are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings or the public hearing may be continued to a date, time, and place to be specified on the record at such meeting. There may be occasions when Board Supervisors or Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Jennifer Walden
District Manager
Pub Date: May 19, 2020
#4103260

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**District Management Fee Increase Letter
for Fiscal Year 2021**
(provided under separate cover)

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

FY 2020-2021 Budget Funding Agreement

Big Cypress Stewardship District
Fiscal Year 2020-2021 Funding Agreement

This Agreement is made and entered into this 10th day of June, 2020, by and between:

Big Cypress Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2004-423, Laws of Florida, and located in Collier County, Florida (hereinafter "District"), and

Collier Land Holdings, Ltd., a Florida limited partnership and a landowner in the District (hereinafter "Developer") with an address of 2550 Goodlette Road, Suite 100, Naples, Florida 34103.

Recitals

WHEREAS, the District was established by an Act passed by the Florida Legislature for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 2004-423, Laws of Florida, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in Exhibit A, attached hereto and incorporated herein, (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2020-2021, which year commences on October 1, 2020, and concludes on September 30, 2021; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2020-2021 Fiscal Year budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit B; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit B to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in Exhibit B; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in Exhibit A and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's 2020-2021 Fiscal Year budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit A for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2020-2021 Budget" in the public records of Collier County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2020-2021 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in Exhibit A after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. Alternative methods of collection.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for Collier County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in Exhibit B, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Collier County property appraiser.

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

5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. 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.

7. A default by either party under this Agreement shall entitle the other 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 and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

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

11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

BIG CYPRESS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
President/Vice President

**COLLIER LAND HOLDINGS, LTD.,
a Florida limited partnership**

Witness

By: Robert D. Corina
For Collier Land Holdings, Ltd. As Vice President of
Collier Enterprises, Inc., the General Partner of
Collier Land Holdings, Ltd.

Exhibit A Property Description
Exhibit B Fiscal Year 2020-2021 General Fund Budget

Exhibit A

Property Description

**AGNOLI
BARBER &
BRUNDAGE, INC.**
Professional Engineers, Planners & Land Surveyors
Collier County 7400 Tamiami Trail S., Naples, FL 34108 Tel: (239) 597-3111 Fax: (239) 546-2283

**BCSD
LEGAL DESCRIPTION**

ALL THOSE PARTS OF TOWNSHIPS 47 AND 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LESS 100 ACRES OF LAND MORE OR LESS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2496, PAGE 660, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

ALL OF SECTIONS 23, 24, 25, 26 AND 27, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA LESS RIGHT OF WAY FOR C.R. 846, (IMMOKALEE ROAD);

AND

ALL OF SECTION 28, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LYING SOUTH OF C.R. 846 (IMMOKALEE ROAD) AND LYING NORTH AND EAST OF OIL WELL GRADE ROAD;

AND

**ALL OF SECTIONS 34 AND 35, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
(1280 ACRES ±)**

AND

**THE WESTERLY 520 ACRES OF SECTIONS 1 AND 12, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
(1040 ACRES±)**

AND

ALL OF SECTIONS 2, 3, 10, AND 11 OF TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;

AND

ALL OF SECTION 13, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA LESS THE SOUTHEAST ONE-QUARTER ($\frac{1}{4}$) OF SAID SECTION 13 AND LESS THE SOUTH 50.00 FEET OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13 FOR ROAD RIGHT OF WAY AND LESS THE EASTERLY 60.00 ACRES OF THE NORTHEASTERLY ONE-QUARTER ($\frac{1}{4}$) OF SAID SECTION 13;

AND

ALL OF SECTIONS 14 AND 15, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA LESS THE SOUTHERLY 50.00 FEET FOR ROAD RIGHT OF WAY PURPOSES AS DESCRIBED IN OFFICIAL RECORDS BOOK 154, PAGE 529;

AND

ALL THOSE PARTS OF TOWNSHIPS 48 AND 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTIONS 22, 23 AND 24, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LESS THE NORTHERLY 50.00 FEET FOR RIGHT OF WAY PURPOSES AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT OF WAY MAP FOR SECTIONS 03632-2601 AND 03632-2602, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

AND

ALL OF SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;

AND

ALL OF SECTIONS 2, 3, 10, 11 AND 15 AND THE WEST ONE-HALF ($\frac{1}{2}$) OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA:

AND

ALL OF SECTIONS 22, 27 AND 34, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LESS THE FORD TEST TRACK PUD AND LESS OFFICIAL RECORDS BOOK 2239, PAGE 144;

CONTAINING A TOTAL ACREAGE OF 22,205 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;


GEORGE W. HACKNEY, PSM 3006
AGNOLI, BARBER AND BRUNDAGE, INC.
REF. ADD DWG# 11088SDDWG



Exhibit B

Fiscal Year 2020-2021

General Fund Budget

Big Cypress Stewardship District
 FY 2021 Proposed O&M Budget

EXHIBIT A

	Actual Through 05/31/2020	Anticipated June - Sep.	Anticipated FY 2020	FY 2020 Adopted Budget	FY 2021 Proposed Budget
<u>Revenues</u>					
Developer Contributions	\$ 36,606.05	\$ 21,303.35	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
Net Revenues	\$ 36,606.05	\$ 21,303.35	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 1,200.00	\$ 600.00	\$ 1,800.00	\$ 600.00	\$ 4,800.00
POL Insurance	2,995.00	-	2,995.00	3,295.00	3,400.00
Management	10,000.00	5,000.00	15,000.00	15,000.00	20,000.00
Engineering	11,104.00	5,552.00	16,656.00	-	15,000.00
District Counsel	10,059.28	5,029.64	15,088.92	10,000.00	15,000.00
General Insurance	-	-	-	-	4,000.00
Assessment Administration	-	-	-	-	7,500.00
Trustee Services	-	-	-	-	7,000.00
Reamortization Schedules	-	-	-	-	500.00
Audit	-	-	-	-	6,000.00
Dissemination Agent	-	-	-	-	5,000.00
Travel and Per Diem	744.22	372.11	1,116.33	400.00	2,000.00
Postage & Shipping	12.10	6.05	18.15	100.00	200.00
Copies	-	33.33	33.33	100.00	100.00
Legal Advertising	1,533.00	766.50	2,299.50	1,000.00	3,000.00
Contingency	160.50	166.67	327.17	500.00	2,500.00
Web Site Maintenance	1,100.00	1,300.00	2,400.00	2,400.00	2,400.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 39,083.10	\$ 18,826.30	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
Total Expenses	\$ 39,083.10	\$ 18,826.30	\$ 57,909.40	\$ 33,570.00	\$ 98,575.00
Net Income (Loss)	\$ (2,477.05)	\$ 2,477.05	\$ -	\$ -	\$ -

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**First Amendment to the Website
Maintenance Services Agreement**

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BIG CYPRESS STEWARDSHIP DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALECH, FOR WEBSITE MAINTENANCE SERVICES

This First Amendment (“First Amendment”) is made and entered into this 10th day of June, 2020, by and between:

BIG CYPRESS STEWARDSHIP DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 2004-423, *Laws of Florida*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOBALECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, on September 23, 2019, the District and the Contractor entered into an agreement for website maintenance services (the “Services Agreement”) attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 10M of the Services Agreement, the parties desire to amend the Services Agreement to provide for additional services; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Services Agreement is hereby amended as follows:

- A. The Services Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor’s proposal for additional services dated April 7, 2020, which proposal is attached hereto as **Exhibit B**.
- B. Compensation for the services shall be amended in accordance with

Exhibit B. Such payment shall be due and payable in accordance with the terms of the Services Agreement. To the extent that any terms or conditions found in **Exhibit B** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 3. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

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

ATTEST:

BIG CYPRESS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

President/Vice President

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited liability
company

By: _____

By: _____

Its: _____

Exhibit A: Services Agreement
Exhibit B: Proposal

Exhibit A

AGREEMENT BETWEEN BIG CYPRESS STEWARDSHIP DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR WEBSITE MAINTENANCE SERVICES

THIS AGREEMENT (this "Agreement") is entered into as of this 23RD day of SEPTEMBER 2019, by and between:

BIG CYPRESS STEWARDSHIP DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 2004-423, *Laws of Florida*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"), and

NEWAGETUTORS LLC, D/B/A VGLOBALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 2004-423, *Laws of Florida*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("Website"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("ADA"), which ADA accessibility requirements and standards may change from time to time, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as Exhibit A and made a part herein (together, the "Services"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

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

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

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

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in Exhibit A, which Services include:

A. Maintenance. Contractor shall provide the Services to ensure continued compliance with ADA accessibility standards, which may change from time to time, including the following:

- i.** perform quarterly technological and human audits (four times per year) and provide a report of compliance status, including recommended actions to remedy the findings, if any;
- ii.** provide Contractor's ADA compliance and accessibility policy, which may need to be updated from time to time, for display and use on the Website;
- iii.** ensure that the Website and any new content uploaded to the Website is compliant with WCAG 2.0 and other federally recommended guidelines; and
- iv.** provide all Services described in Exhibit A and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and Exhibit A.

The District and Contractor understands and acknowledges that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG 2.0 and other federally recommended guidelines, as may be amended from time to time.

B. Additional Services. The following services are neither included in the Scope of Services in this Section nor in the Compensation for Services as provided in Section 3 of this Agreement. If the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i.** performing additional technical and human audit(s) of the Website;
- ii.** providing a point of contact to respond to requests for Website accommodation;
- iii.** converting documents for a public records requests received by the District;
- iv.** providing assistive support to District staff that is in excess of one (1) hour per month, at a rate not to exceed Twenty-Five Dollars (\$25.00) per hour; and
- v.** providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Invoices; Payment. As compensation for Service, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in equal, quarterly installments of Three Hundred Dollars (\$300.00). Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

B. Disputed Amounts. The District may withhold any portion of invoice payment that it disputes in good faith ("Disputed Amounts"). In such an event, the District shall nonetheless pay any undisputed amounts and provide to Contractor a sufficiently detailed written explanation of its basis for withholding the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a Dispute, as defined in Section 10(d) of this Agreement, and subject to the resolution procedures provided in this Agreement. If it is resolved that the Disputed Amounts are in fact owed to Contractor, the District shall remit payment to Contractor within five (5) days of such resolution.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with ADA and other website accessibility compliance standards, including but not limited to WCAG 2.0 and other federally recommended guidelines, as may be amended from time to time; and (b) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "Contractor Materials"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "System"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. The District may display a Contractor-provided compliance shield and customized accessibility policy on its Websites and web applications. The compliance shield shall remain under the full ownership and control of Contractor. The District is expressly prohibited from using the compliance shield for any purpose not specifically authorized by this Agreement, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, WALDENJ@PFM.COM, OR AT 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.

Section 8. Indemnity.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect

thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

B. 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 Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's

supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Collier, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Big Cypress Stewardship District
12051 Corporate Blvd.
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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 Contractor may deliver Notice on behalf of the District and Contractor. 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 herein.

J. Entire Agreement. This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. 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.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

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

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**BIG CYPRESS STEWARDSHIP
DISTRICT**


Secretary


Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH, a Florida limited
liability company**


Print Name: Yogini Joshi

 10/09/2019
By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services



Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)



WCAG (Web Content Accessibility Guidelines)



Section 508 Stipulations



Florida Insurance Alliance / eGIS Risk Advisors Guidelines

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals
VGlobalTech's Technical Compliance Seal & Human
Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. Any violations shall be prosecuted.

VGlobalTech.com - *Excellence Innovation* Page 2 of 11
Your strategic partner for Web Design, Software, Marketing, and SEO solutions.
Call: 321-947-7777 | Email: contact@VGlobalTech.com
Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

Table of Contents

1.0	The Law.....	4
2.0	ADA & WCAG Compliance.....	4
3.0	Quarterly Technical & Human Audit Testing.....	5
3.1	Digital Asset Technical Compliance Seal:.....	6
3.2	Human Audit Seal:.....	6
4.0	Compliance Process Flow:.....	7
5.0	Pricing Options.....	8
6.0	Proposal Acceptance:.....	10
7.0	References:.....	11

VGlobalTech.com - Experience Innovation

Page 3 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIAeADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide not one but two compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear - **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



VGlobalTech.com - Experience Innovation Page 7 of 11
 Your strategic partner for Web Design, Software, Marketing, and SEO solutions.
 Call: 321-947-7777 | Email: contact@VGlobalTech.com
 Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

5.0 Pricing Options

Option 1 (recommended):

Quarterly Technical & Human Audits: \$1200 / Four Audits

- ✓ Covers all technical AND human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

Option 2:

Quarterly Technical Audit Only*: \$900 / Four Audits

- ✓ Covers only technical aspects of elements, html, css, contrast etc as per WCAG
- ✓ Technical Audit Compliance seal renewed after every audit
- ✓ Does not cover human audit (additional considerations that are subjective to the person, assistive technology used etc)

Option 3:

Quarterly Human Audit Only**: \$800 / Four Audits

- ✓ Covers only human audit (considerations that are subjective to the person, assistive technology used etc conducted in a lab like environment)
- ✓ Human Audit Compliance seal renewed after every audit

This proposal includes following points, stipulations terms and conditions:

*** (1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted***

*** email and phone communication**

*** Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.**

*** Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*** Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies/ organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.**

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign and Date, Return to contact@vglobaltech.com:

For Customer Date

VB Joshi
For VGlobalTech Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:
<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section
<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:
<http://vglobaltech.com/website-compliance/>



Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

Call: 321-947-7777

VGlobalTech.com - Experience Innovation Page 11 of 11
Your strategic partner for Web Design, Software, Marketing, and SEO solutions.
Call: 321-947-7777 | Email: contact@VGlobalTech.com
Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

Exhibit B

Website Maintenance Proposal For Big Cypress Stewardship District

Date	Version#	Comments	Author
April 7, 2020	1.0	Created Proposal	VB Joshi



VGlobalTech is the ADA, WCAG Compliance Expert and leading Web design company, with over 300 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal. Visit <https://vglobaltech.com/website-compliance/> for details.

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and **cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech.** VGlobalTech company holds Intellectual Property* details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

Any violations are punishable under the law and shall be prosecuted.

** VGlobalTech has developed unique ADA and WCAG compliance expertise, optimized website templates, compliance multi-step procedure and quality control, document conversion software and test procedures. Contact us for details of VGlobalTech's Intellectual Property.*

VGlobalTech.com ~ Experience Innovation

Page 2 of 4

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document: No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

Table of Contents

1.0	Pricing.....	4
1.1	Monthly Maintenance, Hosting and Email Support.....	4
2.0	Proposal Acceptance:.....	6

VGlobalTech.com ~ Experience Innovation

Page 3 of 4

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be precluded.

1.0 Pricing

1.1 Monthly Maintenance, Hosting and Email Support

Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i>
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance/ Reader Compliance. VGlobalTech's proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Email accounts setup and support
<p>Total Monthly Maintenance with full content upload, document conversion: \$100 / month</p> <p>*support beyond 10 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10th of every month</p>	

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

2.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Website, Monthly Maintenance w/ Hosting and Email support

Signatures:

For Customer Date

VB Joshi
For VGlobalTech Date

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Appointment of Auditor Selection Committee

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Engineers Report
(provided under separate cover)

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Resolution 2020-09,
Bond Resolution**
(provided under separate cover)

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Funding Request
Nos. 146 – 156**

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 146

2/14/2020

	Payee	Invoice #	General Fund FY20
1	Agnoli Barber & Brundage Bond Validation Report Services Through 01/31/2020	140018BCSD-003	\$ 607.50
2	Naples Daily News Legal Advertising On 01/31/20	3132746	\$ 266.00
3	PFM Group Consulting Billable Expenses: November 2019	107889	\$ 215.76
		TOTAL	\$ 1,089.26
		CHECK AMOUNT REQUESTED	\$ 1,089.26

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 147

2/21/2020

	Payee	Invoice #	General Fund FY20
1	PFM Group Consulting		
	Website Fee: February 2020	DM-02-2020-0006	\$ 100.00
	DM Fee: February 2020	DM-02-2020-0007	\$ 1,250.00
		TOTAL	\$ 1,350.00
		CHECK AMOUNT REQUESTED	\$ 1,350.00

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 148

2/28/2020

	Payee	Invoice #	General Fund FY20
1	Hopping Green & Sams General Counsel Through 01/31/2020	112836	\$ 403.00
2	PFM Group Consulting January Reimbursables	OE-EXP-0656	\$ 4.60
		TOTAL	\$ 407.60
		CHECK AMOUNT REQUESTED	\$ 407.60

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 149

3/13/2020

	Payee	Invoice #	General Fund FY20
1	Agnoli Barber & Brundage Bond Validation Report Services Through 02/29/2020	140018BCSD-004	\$ 1,077.50
2	Naples Daily News Legal Advertising on 02/03/20 Legal Advertising on 02/26/20	3984224 4040231	\$ 476.00 \$ 245.00
3	PFM Group Consulting Website Fee: March 2020 DM Fee: March 2020	DM-03-2020-0006 DM-03-2020-0007	\$ 100.00 \$ 1,250.00
		TOTAL	\$ 3,148.50

CHECK AMOUNT REQUESTED \$ 3,148.50

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 150
3/20/2020

	Payee	Invoice #	General Fund FY20
1	Hopping Green & Sams General Counsel Through 02/29/2020	113487	\$ 2,005.50
		TOTAL	\$ 2,005.50
		CHECK AMOUNT REQUESTED	\$ 2,005.50

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 151

3/27/2020

	Payee	Invoice #	General Fund FY20
1	PFM Group Consulting March Reimbursables	108799	\$ 528.46
		TOTAL	\$ 528.46
		CHECK AMOUNT REQUESTED	\$ 528.46

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 152

4/10/2020

	Payee	Invoice #	General Fund FY20
1	Agnoli Barber & Brundage Bond Validation Report Services Through 03/31/2020	140018BCSD-005	\$ 542.00
		TOTAL	\$ 542.00
		CHECK AMOUNT REQUESTED	\$ 542.00

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 153

4/17/2020

	Payee	Invoice #	General Fund FY20
1	Supervisor Fees - 03/04/2020 Meeting		
	Glen Harrell	--	\$200.00
	Nancy Payton	--	\$200.00
	Cecil Howell, Jr.	--	\$200.00
		TOTAL	\$ 600.00

CHECK AMOUNT REQUESTED \$ 600.00

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 154

4/24/2020

	Payee	Invoice #	General Fund FY20
1	PFM Group Consulting		
	Website Fee: April 2020	DM-04-2020-0006	\$ 100.00
	DM Fee: April 2020	DM-04-2020-0007	\$ 1,250.00
		TOTAL	\$ 1,350.00

CHECK AMOUNT REQUESTED \$ 1,350.00

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 155
5/1/2020

	Payee	Invoice #	General Fund FY20
1	Deluxe Laser Top Checks	-----	\$ 160.50
2	Hopping Green & Sam General Counsel through 03/31/2020	114361	\$ 2,786.00
		TOTAL	\$ 2,946.50
		CHECK AMOUNT REQUESTED	\$ 2,946.50

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP DISTRICT**

Funding Request 156

5/15/2020

	Payee	Invoice #	General Fund FY20
1	PFM Group Consulting		
	Website Fee: May 2020	DM-05-2020-0006	\$ 100.00
	DM Fee: May 2020	DM-05-2020-0007	\$ 1,250.00
2	VGlobalTech		
	Quarterly ADA & WCAG Audits	1605	\$ 300.00
		TOTAL	\$ 1,650.00
			CHECK AMOUNT REQUESTED \$ 1,650.00

Secretary / Asst. Secretary

President/Vice President

Please make check payable to:
Big Cypress SD
c/o PFM Group Consulting
12051 Corporate Blvd.
Orlando, FL 32817

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Manager's Report

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Statement of the District's Financial Position

Big Cypress Stewardship District
Statement of Financial Position
As of 5/31/2020

	General Fund	Capital Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$ 232.36		\$ 232.36
Accounts Receivable - Due from Developer	2,478.55		2,478.55
Accounts Receivable - Due from Developer		\$ 507.00	507.00
Total Current Assets	\$ 2,710.91	\$ 507.00	\$ 3,217.91
Total Assets	\$ 2,710.91	\$ 507.00	\$ 3,217.91
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$ 2,478.55		\$ 2,478.55
Deferred Revenue	2,478.55		2,478.55
Accounts Payable		\$ 507.00	507.00
Deferred Revenue		507.00	507.00
Total Current Liabilities	\$ 4,957.10	\$ 1,014.00	\$ 5,971.10
Total Liabilities	\$ 4,957.10	\$ 1,014.00	\$ 5,971.10
<u>Net Assets</u>			
Net Assets, Unrestricted	\$ 239.76		\$ 239.76
Net Assets - General Government	(8.90)		(8.90)
Current Year Net Assets - General Government	(2,477.05)		(2,477.05)
Current Year Net Assets, Unrestricted		\$ (507.00)	(507.00)
Total Net Assets	\$ (2,246.19)	\$ (507.00)	\$ (2,753.19)
Total Liabilities and Net Assets	\$ 2,710.91	\$ 507.00	\$ 3,217.91

Big Cypress Stewardship District
Statement of Activities
As of 5/31/2020

	General Fund	Capital Fund	Total
<u>Revenues</u>			
Developer Contributions	\$ 36,606.05		\$ 36,606.05
Total Revenues	\$ 36,606.05	\$ -	\$ 36,606.05
<u>Expenses</u>			
Supervisor Fees	\$ 1,200.00		\$ 1,200.00
Insurance	2,995.00		2,995.00
Management	10,000.00		10,000.00
Engineering	11,104.00		11,104.00
District Counsel	10,059.28		10,059.28
Travel and Per Diem	744.22		744.22
Postage & Shipping	12.10		12.10
Legal Advertising	1,533.00		1,533.00
Contingency	160.50		160.50
Web Site Maintenance	1,100.00		1,100.00
Dues, Licenses, and Fees	175.00		175.00
Bond Counsel		\$ 507.00	507.00
Total Expenses	\$ 39,083.10	\$ 507.00	\$ 39,590.10
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Total Other Revenues (Expenses) & Gains (Losses)	\$ -	\$ -	\$ -
Change In Net Assets	\$ (2,477.05)	\$ (507.00)	\$ (2,984.05)
Net Assets At Beginning Of Year	\$ 230.86	\$ -	\$ 230.86
Net Assets At End Of Year	\$ (2,246.19)	\$ (507.00)	\$ (2,753.19)

Big Cypress Stewardship District
 Budget to Actual
 For the Month Ending 5/31/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ 36,606.05	\$ 22,380.00	\$ 14,226.05	\$ 33,570.00
Net Revenues	\$ 36,606.05	\$ 22,380.00	\$ 14,226.05	\$ 33,570.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 1,200.00	\$ 400.00	\$ 800.00	\$ 600.00
Insurance	2,995.00	2,196.64	798.36	3,295.00
Management	10,000.00	10,000.00	-	15,000.00
Engineering	11,104.00	-	11,104.00	-
District Counsel	10,059.28	6,666.64	3,392.64	10,000.00
Travel and Per Diem	744.22	266.64	477.58	400.00
Postage & Shipping	12.10	66.64	(54.54)	100.00
Copies	-	66.64	(66.64)	100.00
Legal Advertising	1,533.00	666.64	866.36	1,000.00
Contingency	160.50	333.52	(173.02)	500.00
Web Site Maintenance	1,100.00	1,600.00	(500.00)	2,400.00
Dues, Licenses, and Fees	175.00	116.64	58.36	175.00
Total General & Administrative Expenses	\$ 39,083.10	\$ 22,380.00	\$ 16,703.10	\$ 33,570.00
Total Expenses	\$ 39,083.10	\$ 22,380.00	\$ 16,703.10	\$ 33,570.00
Net Income (Loss)	\$ (2,477.05)	\$ -	\$ (2,477.05)	\$ -

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Letter from Supervisor of Elections
- Collier County**



Jennifer J. Edwards Supervisor of Elections

April 17, 2020

Ms Sonali Patil
Big Cypress Stewardship District
12051 Corporate Blvd
Orlando FL 32817

Dear Ms Patil

In compliance with 190.06 of the Florida Statutes this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 0 registered voters residing in the Big Cypress Stewardship District as of April 15, 2020.

Should you have any questions regarding election services for this district, please free to contact our office,

Sincerely,

David B. Carpenter
Qualifying Officer
Collier County Supervisor of Elections
(239) 252-8501
Dave.Carpenter@CollierCountyFl.gov



**BIG CYPRESS
STEWARDSHIP
DISTRICT**

**Statement of Financial Disclosure
- Filing Deadline July 1, 2020**

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2019.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (**must check one**):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME
[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING

For **elected municipal officers** required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2019.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2019.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Dollar Value Thresholds Instructions.)

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than 10% of your gross income from that business entity; **and,**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

End of Percentage Thresholds Instructions.)