

**Barefoot Bay Recreation District
Regular Meeting of the Board of Trustees**

Friday, March 10, 2017

1:00 PM

1225 Barefoot Boulevard, Building D/E



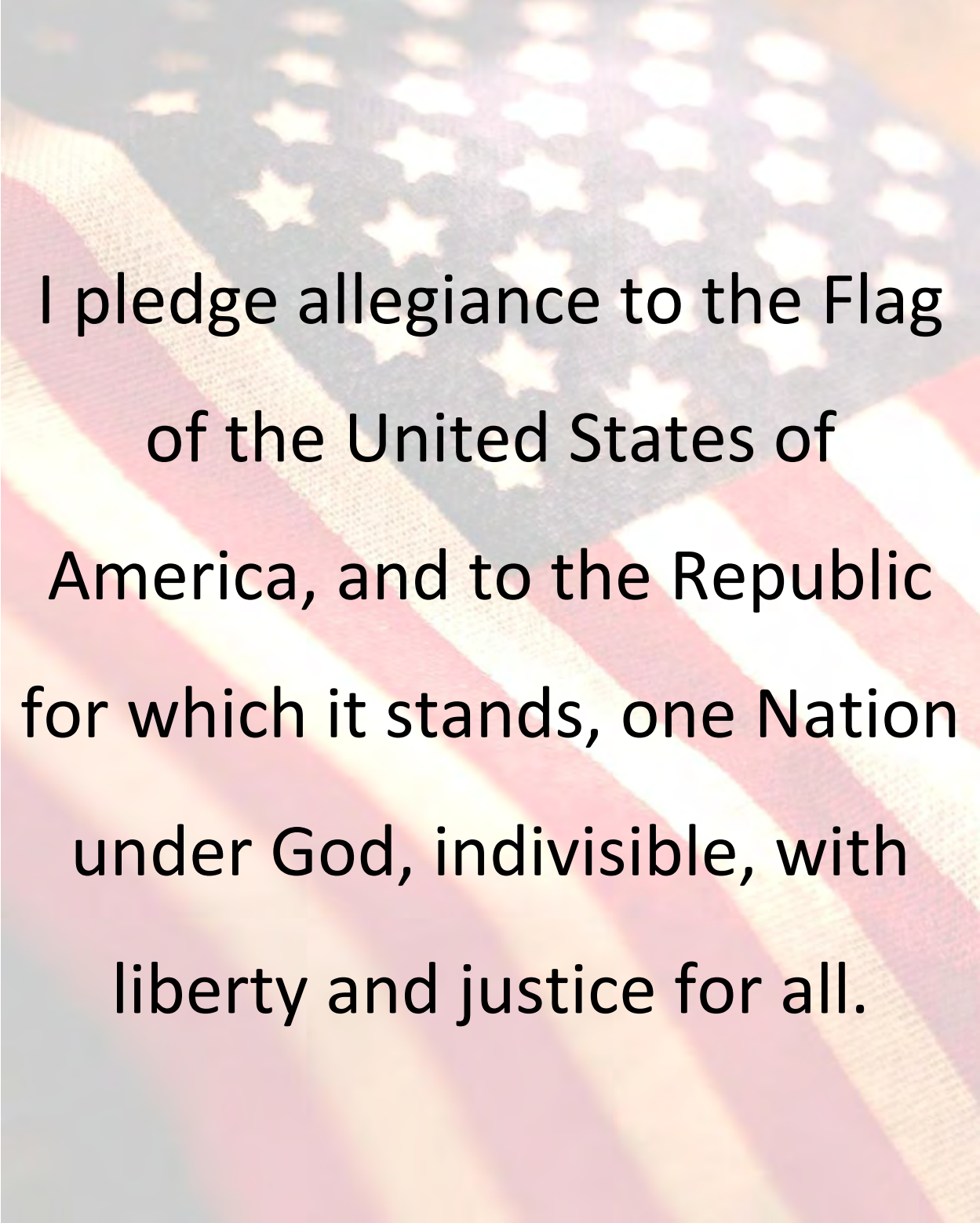
BAREFOOT BAY RECREATION DISTRICT

Barefoot Bay Recreation District Regular Meeting
Friday, March 10, 2017 at 1 P.M.
Building D&E

AGENDA

Please turn off all cell phones

1. Thought for the Day
2. Pledge of Allegiance to the Flag
3. Roll Call
4. Presentations and Proclamations
5. Approval of Minutes
6. Treasurer's Report
7. Audience comment on Agenda Items
8. Unfinished Business
 - A. DOR Violation: Case # 16-003325 935 Vireo Drive
 - B. Violations Committee Appointment
9. New Business
 - A. Evaluations of the Community Manager and Special District Services, Inc.
 - B. Request to Form a Club: New Hampshire Bocce Club
 - C. Delegation of Authority for Community Manager to Sign Public Assistance (FEMA) Documents
 - D. Citizen Serve Demonstration
10. Manager's Report
11. Attorney's Report
12. Committee/Liaison Reports
13. Incidental Trustee Remarks
14. Audience Participation
15. Adjournment



I pledge allegiance to the Flag
of the United States of
America, and to the Republic
for which it stands, one Nation
under God, indivisible, with
liberty and justice for all.

Roll Call

Trustees

Chairman - Mr. Diana

1st Vice Chair - Mr. Lavier

2nd Vice Chair – Ed Geier

Secretary - Mr. Klosky

Treasurer - Mr. Cavaliere

Also Present

General Counsel- Cliff Repperger, Jr., Esq.

Community Manager - John W. Coffey

District Clerk - Dawn Myers

Approval of Minutes

Treasurer's Report

Barefoot Bay Recreation District

Treasurer's Report

March 10, 2017

Cash Balances in General Fund

as of 3/1/2017

Bank of America:

Operating Account	\$	840,808.45
Money Market Account	\$	105,623.78

Total Cash Balances @BOA in General Fund: \$ 946,432.23

SBA:

as of 3/1/2017

Capital Improvement Account	\$	677,459.55
Reserve Account	\$	553,300.10

Total Cash Balances @SBA in General Fund: \$ 1,230,759.65

Total Cash Balances in General Fund: \$ 2,177,191.88

Cash Balance in Debt Fund

as of 3/1/2017

SBA:

Debt Account	\$	912,527.84
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Total Cash Balance in Debt Fund: \$ 912,527.84

* Participant Return for SBA in February 2017 was 0.97%

Total Cash Balances in All Funds: \$ 3,089,719.72

Total Daily Deposits and Assessments Rec'd (from County Only) from Feb 20 to Feb 28, 2017:

Daily deposits:	\$	68,866.92
Assessments received (from County only):	\$	-
	\$	68,866.92

Expenditures over \$5,000 from February 21 to February 28, 2017:

<u>Vendor</u>	<u>Description</u>	<u>Check Amount</u>
Employees	Employees Salaries and Wages 2/23/17	\$ 69,606.74
Federal and State Payroll Taxes	Employer Tax Liabilities 2/23/17	\$ 6,138.16
Special District Services, Inc.	Management Fee Feb 2017	\$ 11,698.96
ABM Landscape & Turf Service	Golf Course, Softball & Lawn Bowling Serv	\$ 37,954.84
<u>Total of Expenditures over \$5,000</u>		<u>\$ 125,398.70</u>

Barefoot Bay Recreation District
Monthly Summary - BOT Monthly Summary Treasurer Report
From 10/1/2016 Through 2/28/2017

	10/1/2016 - 10/31/2016	11/1/2016 - 11/30/2016	12/1/2016 - 12/31/2016	1/1/2017 - 1/31/2017	2/1/2017 - 2/28/2017	Total
Revenues						
Daily Revenue/Deposits	380,966.21	182,991.18	223,961.43	267,170.00	219,863.85	1,274,952.67
Assessments	200.00	973,421.36	1,511,155.27	152,048.69	192,036.64	2,828,861.96
Total Revenues	381,166.21	1,156,412.54	1,735,116.70	419,218.69	411,900.49	4,103,814.63
General Fund Expenditures						
Payroll						
Salaries & Wages	73,534.43	125,874.95	205,161.83	146,714.79	138,425.74	689,711.74
Other Pay & Benefit	2,943.48	2,224.85	3,233.11	2,672.99	2,854.99	13,929.42
Payroll Taxes	5,913.20	9,925.82	16,117.56	14,505.27	13,036.23	59,498.08
Payroll Fees	990.66	1,030.28	1,323.35	2,144.30	1,095.06	6,583.65
Total Payroll	83,381.77	139,055.90	225,835.85	166,037.35	155,412.02	769,722.89
Professional Expenses						
SDS	13,916.00	11,650.57	17,273.07	11,800.26	11,698.96	66,338.86
Gray Robinson	14,514.82	13,307.39	8,780.84	13,950.82	0.00	50,553.87
Other Prof. Fees	11,261.70	20,005.70	18,314.29	22,438.45	4,018.90	76,039.04
Total Professional Expenses	39,692.52	44,963.66	44,368.20	48,189.53	15,717.86	192,931.77
Insurance						
Employees Health, Dental & Life	14,822.13	19,186.57	12,413.92	14,710.59	14,710.59	75,843.80
Liabilities Ins.	18,715.50	11,890.50	12,809.50	11,890.50	11,890.50	67,196.50
Worker Comp. Ins.	17,732.25	5,844.08	5,844.08	7,332.08	5,844.08	42,596.57
Total Insurance	51,269.88	36,921.15	31,067.50	33,933.17	32,445.17	185,636.87
Utilities						
Telephone, Internet & Cable	6,097.23	3,583.47	3,822.29	1,973.32	774.81	16,251.12
Electricity - FPL	6,869.79	6,723.99	6,851.53	7,206.76	0.00	27,652.07
Propane	919.45	2,225.80	2,756.42	3,199.64	59.91	9,161.22
Water & Sewer	3,248.64	3,902.97	3,357.29	3,713.81	0.00	14,222.71
Garbage & Recycling	1,846.75	3,580.23	2,079.62	2,086.42	1,882.06	11,475.08
Portable Toilets	709.06	572.90	573.89	670.92	301.92	2,828.69
Total Utilities	19,690.92	20,589.36	19,441.04	18,850.87	3,018.70	81,590.89
Operations						
Music and Entertainment	5,330.00	6,365.00	8,315.00	8,700.00	6,980.00	35,690.00
Cost of Sales	33,307.14	27,010.42	50,370.43	55,621.16	2,244.06	168,553.21
Total Operations	38,637.14	33,375.42	58,685.43	64,321.16	9,224.06	204,243.21
Repairs and Maintenance						
Golf Course - ABM	36,252.13	36,252.13	36,252.13	72,504.26	0.00	181,260.65
Canal/Lake	479.00	0.00	0.00	0.00	0.00	479.00
Other R&Ms	25,714.26	24,692.42	14,202.11	28,109.69	19,994.74	112,713.22
Total Repairs and Maintenance	62,445.39	60,944.55	50,454.24	100,613.95	19,994.74	294,452.87
Stormwater Loan Expenditures						
Loan Principal	2,624.44	2,619.96	2,633.59	2,629.73	2,633.94	13,141.66
Loan Interest	274.20	278.68	265.05	268.91	264.70	1,351.54
Total Stormwater Loan Expenditures	2,898.64	2,898.64	2,898.64	2,898.64	2,898.64	14,493.20
Property Taxes	0.00	15,711.48	14,919.34	1,005.36	0.00	31,636.18
Bank Fees	1,085.88	4,030.11	2,305.40	2,286.20	0.00	9,707.59
Capital Expenses	31,732.73	23,227.28	10,129.87	9,941.00	7,129.49	82,160.37
Other Misc. Expenditures	36,204.39	67,570.37	152,236.59	33,908.34	25,053.97	314,973.66
Transfer to Debt Service Fund	0.00	0.00	0.00	430,000.00	0.00	430,000.00
Total General Fund Expenditures	367,039.26	449,287.92	612,342.10	911,985.57	270,894.65	2,611,549.50
Debt Service Fund Expenditures						
Debt Service Principal	0.00	0.00	58,768.86	695,892.89	0.00	754,661.75
Debt Service Interest	0.00	0.00	1,296.11	43,265.16	0.00	44,561.27
Total Debt Service Fund Expenditures	0.00	0.00	60,064.97	739,158.05	0.00	799,223.02

Audience Participation Agenda items only

Unfinished Business

Board of Trustees Meeting Agenda Memo

Date: March 10, 2017
Title: DOR Violation 16-003325
935 Vireo Drive
Section & Item: 8 A
Department: Resident Relations
Fiscal Impact: \$
Contact: Susan Cuddie, Resident Relations
Manager; or John W. Coffey,
Community Manager
Attachments: Findings of Fact and Notice of Hearing;
Photos

Reviewed by
General Counsel: N/A
Approved by:



Requested Action by BOT

To consider the Violations Committee's finding and recommendation to bring an action of legal, equitable or other appropriate action with failure to comply. If the Board of Trustees brings any such action to enforce the DOR, the charge for such action shall be charged to the Respondents account and shall constitute a lien.

Background and Summary Information

- This agenda item was presented to the Board of Trustees on February 10, 2017. The Board tabled this item for further discussion at the March 10 meeting.
- Staff has signed Affidavit of Notices, First Class and Certified mailing of Order of Finding and Recommended Order and Notice of Hearing and Affidavit of Non-Compliance.
- The property was inspected on March 2, 2018 and found to be still in violation.

Research:

- There are not delinquent taxes on the property.
- There are no liens on the property.
- Notices and correspondence where not returned.

Staff recommends the BOT approve the recommended curative action plan removing all loose material from the home and property.

**BAREFOOT BAY VIOLATIONS COMMITTEE
BREVARD COUNTY, FLORIDA**

BAREFOOT BAY RECREATION DISTRICT

Petitioner

Vs

Case no. 16-003325

#0022/16-003325

FRASIER, CHRISTINA P,
PO BOX 732
ROSELAND, FL 32957

Respondent(s),

VIOLATIONS COMMITTEE FINDINGS OF FACT AND RECOMMENDED ORDER
AND
NOTICE OF DISTRICT HEARING

THIS CAUSE having come on for the public hearing before the Violations Committee on 01/13/2017 after due notice to the Respondent and the Violation Committee having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Recommended Order as follows:

- A. The Respondent(s) FRASIER, CHRISTINA P, et. al. is/are the owner(s) of that certain parcel of real property located at 935 VIREO DRIVE , Barefoot Bay, FL 32976 (the "Property")
- B. Notice of Violation was provided to the Respondent(s) by certified U.S. Mail, Return Receipt Requested/Hand Delivery/Posting, and the Respondent(s) were/were not present for the hearing.
- C. Based upon the testimony heard and the evidence presented, the Violation Committee concluded that there is a violation of Article III, Section 2(C) of the Deed of Restrictions of Barefoot Bay Recreation District in that the Respondents have debris on the Property. Specifically, there are unapproved items on the property.

ORDER

Based upon the foregoing finding of fact and recommended order, it is

ORDERED AND ADJUDGED THAT:

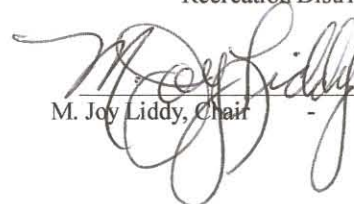
1. Respondent(s) shall by January 20, 2017 come into compliance with the violation cited herein by removing unauthorized items in and around carport and rear of home(occupied)fencing,railings,truck bed,metal,plastic,furniture.
- 2.

Should the Respondent(s) fail to comply with this Recommended Order by January 20, 2017 the Respondent(s) is advised that Barefoot Bay Recreation District shall cause the home and lot to come into compliance with the requirements of the above articles and shall bill the expense of such action to the respondent.

3. The Respondent is further advised that he/she shall contact the DOR staff and schedule an inspection to confirm the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be issued and the Respondent shall be deemed in compliance with the violation(s) cited herein.
4. The Respondent(s) are further advised that should a repeat violation occur, the Respondent(s) will not be given notice to cure and will be brought before the Violations Committee.

DONE AND ORDERED this 01/13/2017 at Barefoot Bay Recreation District Brevard County, Florida.

Violations Committee of the Barefoot Bay
Recreation District Brevard County, Florida


M. Joy Liddy, Chair

- Al Grunow, Vice Chair

**BAREFOOT BAY RECREATION DISTRICT
BREVARD COUNTY, FLORIDA**

**NOTICE OF HEARING
OF
FINDINGS OF FACT AND RECOMMENDED ORDER ISSUED BY THE VIOLATIONS
COMMITTEE**

Pursuant to Resolution 2008-1 of the Board of Trustees of The Barefoot Bay Recreation District adopted the 22nd day of January, 2008; Section 7: Enforcement Procedure.

Notice is hereby given that a **Hearing** will be conducted before the Barefoot Bay Board of Trustees at **1:00 P.M.** on **February 10, 2017** at **1225 Barefoot Boulevard, Building D&E, Barefoot Bay, Florida.**

The purpose of this **Hearing** will be to consider the Recommended Order of the Violations Committee to the Board of Trustees for your Case.

The Board shall not conduct a full de novo quasi-judicial hearing on the violation, but shall consider the Finding of Fact and Recommended Order issued by the Violations Committee. The owner may not present new or additional evidence, but shall be given an opportunity to be heard. If the Board of Trustees concurs with the Violation Committee that a violation has been established, the Board of Trustees shall have the authority to bring an action for injunctive or other appropriate legal or equitable relief in a court of competent jurisdiction in Brevard County, Florida to remedy the violation. If the Board of Trustees brings any such legal action to enforce the Deed of Restrictions and is deemed to be the prevailing party in such action, the Board of Trustees shall be entitled to an award of attorney's fees and court costs incident to bringing such action.

IF ANY INDIVIDUAL WISHES TO APPEAL ANY DECISION MADE BY THE BOARD OF TRUSTEES WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, A VERBATIM RECORD OF THE PROCEEDING WILL BE REQUIRED, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED SUCH PERSON MUST PROVIDE A COURT REPORTER, COURT STENOGRAPHER OR OTHER METHOD ACCEPTABLE TO A COURT OF LAW TO PROVIDE FOR SUCH VERBATIM RECORD; THE DISTRICT DOES NOT PROVIDE SUCH RECORD (FS 286.0105).

THIS IS A PUBLIC MEETING. ALL INTERESTED PARTIES MAY ATTEND. THE FACILITY WHEREIN THIS PUBLIC MEETING WILL BE HELD IS ACCESSIBLE TO THE PHYSICALLY HANDICAPPED. IN ACCORDANCE WITH AMERICAN DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE DEED OF RESTRICTIONS ENFORCEMENT OFFICE AT 772-664-4722.

January 11, 2017
Deed of Restrictions STAFF



935 vireo
Richard Armington
Jan 06, 2017



Photo:

Date Taken:03/02/2017
Address:935 VIREO DRIVE

Taken by:Richard Armington
Case Number:16-003325



Photo:

Date Taken:03/02/2017
Address:935 VIREO DRIVE

Taken by:Richard Armington
Case Number:16-003325

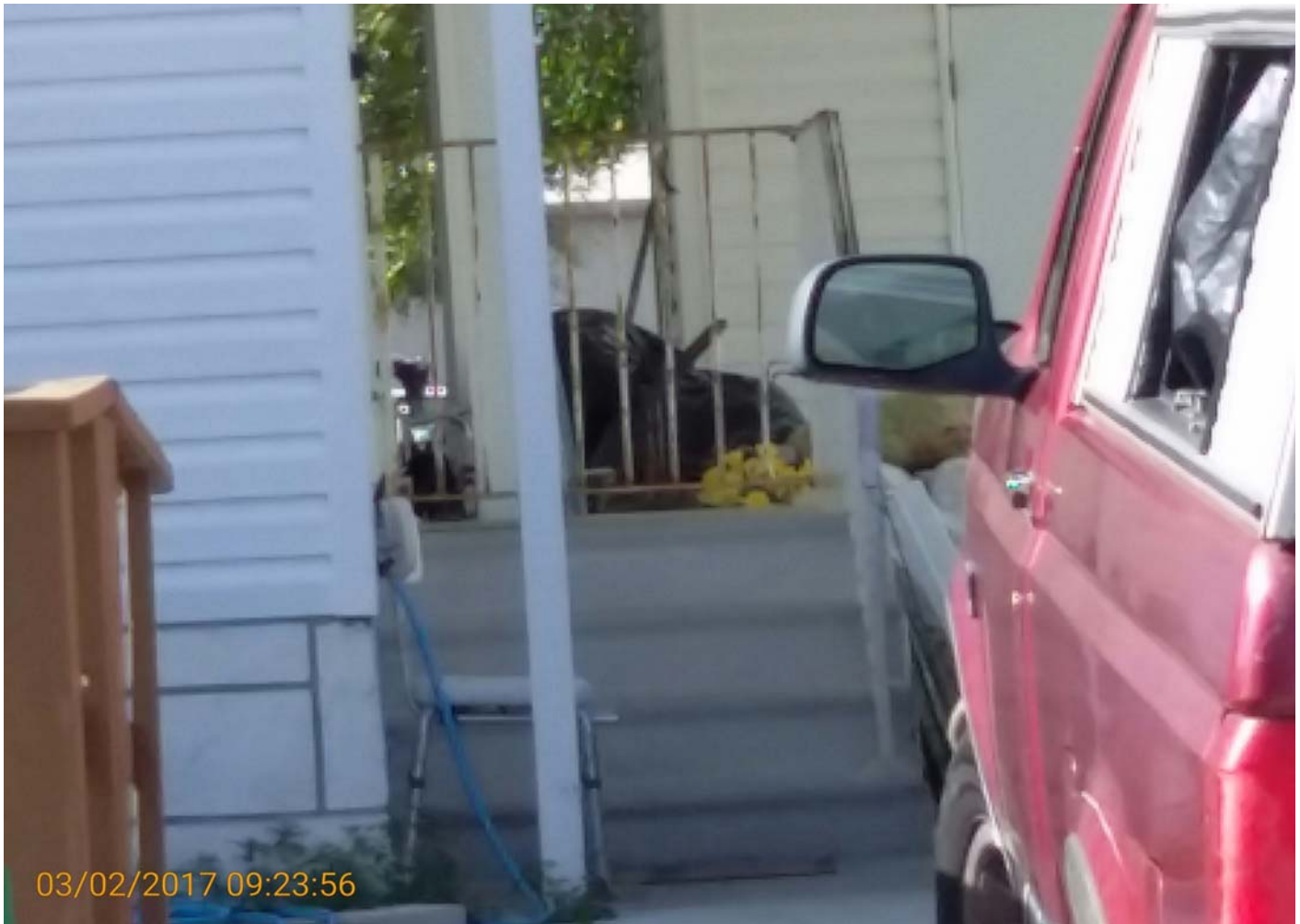


Photo:

Date Taken:03/02/2017
Address:935 VIREO DRIVE

Taken by:Richard Armington
Case Number:16-003325



Photo:

Date Taken:03/02/2017
Address:935 VIREO DRIVE

Taken by:Richard Armington
Case Number:16-003325

Board of Trustees Meeting Agenda Memo

Date: March 10, 2017

Title: **Appointment of an Alternate to the Violations Committee**

Section & Item: 8B

Department: Resident Relations: DOR Enforcement

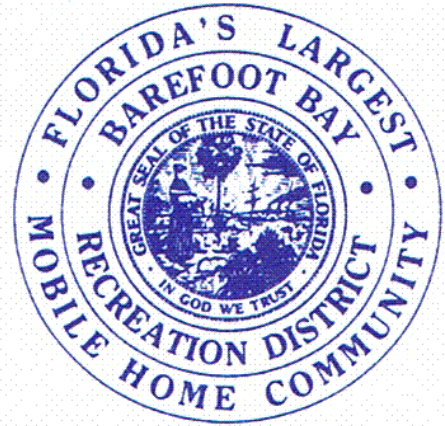
Fiscal Impact: N/A

Contact: John W. Coffey, Community Manager or Susan Cuddie, Resident Relations Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Appointment of a resident to the Violations Committee as an alternate.

Background and Summary Information

The Violations Committee currently has a vacant Alternate position. This agenda item was tabled from the 09Dec16 BOT meeting. Staff has advertised said vacancy and will forward any resumes received to the BOT when they are submitted.

Staff recommends the BOT appoint a homeowner to fill the 3-year term of Alternate to the Violations Committee. If an insufficient number of resumes are received prior to the meeting, the BOT can continue the agenda item to the next meeting.

New Business

Board of Trustees Meeting Agenda Memo

Date: March 10, 2017

Title: **Evaluation of the Community Manager and Management Company (Special District Services, Inc.)**

Section & Item: 9A

Department: Administration: Office of the District Clerk

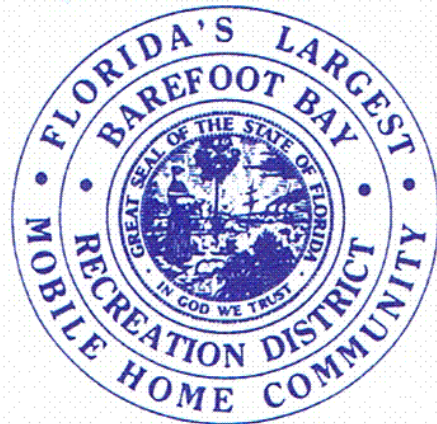
Fiscal Impact: N/A

Contact: Dawn Myers, District Clerk or Joseph Klosky, Trustee

Attachments: Original BBRD-SDS Contract (2008) and Extension (2014)

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Evaluation of Community Manager John W. Coffey and Special District Services

Background and Summary Information

BBRD entered into an agreement for management services with Special District Services, Inc. on 22Jan08 and said agreement was renewed on 02Sep14 for a period of three years ending on 30Sep17. Historically, the BOT has separately evaluated the Community Manager and SDS each year prior to the review of the annual working draft proposed budget (WDPB). Trustees have until Wednesday, 8Mar17 to turn their evaluations in and Trustee Klosky will present the findings at the BOT meeting.

Mr. Coffey was confirmed by the BOT as Community Manager on 11Oct13.

Of note, if the BOT decides to renew the SDS contract, the BOT may want to appoint a member of the BOT or General Counsel Repperger to negotiate renewal terms with SDS prior to 17Apr17 (date of first BOT workshop to review the FY18 WDPB).



BAREFOOT BAY RECREATION DISTRICT

January 28, 2008

Mr. Jason Pierman
Special District Services, Inc.
District Manager
The Oaks Center
2501 A Burns Road
Palm Beach Gardens, FL 33410-5204

Dear Jason:

Enclosed please find the signed original Agreement for Management Services with SDS. Once this is signed by your company, please send the original to Cliff Repperger in his Melbourne office.

Thanks.

Sincerely,

Wilma C. Weglein
Chairperson
Board of Trustees

Enclosure



AGREEMENT FOR MANAGEMENT SERVICES

This Agreement made and entered this 22nd day of January, 2008 between Barefoot Bay Recreation District, a Mobile Home Recreation District of the State of Florida located in Brevard County, Florida (hereinafter referred to as "BBRD") and Special District Services, Inc. (hereinafter called "SDS").

RECITALS

WHEREAS, BBRD is a Mobile Home Park Recreation District created by Brevard County Ordinance 84-05 and existing pursuant to the authority of Sections 418.30 through 418.309 of the Florida Statutes; and

WHEREAS, BBRD is in need of a qualified company to provide administrative management services as described herein; and

WHEREAS, SDS is experienced in providing administrative management services to public entities such as BBRD; and

WHEREAS, SDS desires to provide administrative management services to BBRD subject to the terms of this Agreement; and

WHEREAS, after reviewing SDS's qualifications and experience and interviewing principals of SDS, BBRD believes that SDS is duly qualified to provide administrative management services as described herein; and

WHEREAS, the primary objective of this Agreement is to define the scope of administrative management services SDS is to provide to BBRD; and

WHEREAS, BBRD proposes to engage SDS to perform the tasks identified herein; and,

WHEREAS, BBRD and SDS desire to reduce their Agreement to writing, setting forth the services to be rendered by SDS to District and the compensation to be paid by District to SDS for services rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and as identified in the Recitals above, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

SECTION I – RECITALS/SCHEDULES.

The recitals set forth hereinabove are true and correct and incorporated herein by reference. All schedules and exhibits identified in this Agreement and attached hereto are incorporated into this Agreement by this reference.

SECTION II – DEFINITIONS.

In addition to other terms defined throughout this Agreement, the following terms shall have the following meanings:

"Board" shall mean and refer to the Board of Trustees of BBRD.

"Community Manager" shall mean a person hired and employed by SDS whose duties include managing all aspects of the day to day operations of BBRD in accordance with the BBRD Charter (Brevard County Ordinance 84-05 and any subsequent amendments thereto) and all local, state, and federal laws, rules, and regulations governing BBRD as a public entity Mobile Home Park Recreation District and including, without limitation, those relating to public employees.



The Community Manager is charged with performing all legally permissible and proper duties and functions which the Board or SDS assigns to the Community Manager, as more specifically described herein, including, but not limited to ensuring that all accountings, reports and documentation required to comply with all local, state, and federal rules and regulations are accurately and timely prepared and filed; developing, implementing and supervising overall policies and operating procedures of BBRD; meeting with community and professional groups to seek recommendations and support for projects of BBRD; supervising, analyzing and reporting on departments, activities and projects under Community Manager's supervision; reporting orally and in writing to the Board regarding matters of policy determination; evaluating the operating performance of BBRD departments and divisions; providing consistent and sound administrative direction to BBRD's employees consistent with BBRD's policies; and fostering intergovernmental cooperation by acting as BBRD's representative with any and all local, state, and federal agencies.

"District" shall mean and refer to the Barefoot Bay Recreation District.

"Effective Date" and "Commencement Date" may be used interchangeably herein, and shall mean the date on which SDS shall begin providing services to BBRD pursuant to this Agreement, and is hereby stipulated to be February 1, 2008.

"Termination Date" shall mean the last day in which SDS is required to provide services under the terms of this Agreement.

SECTION III – MANAGEMENT SERVICES.

A. TERM OF AGREEMENT.

The initial term of this Agreement shall be for a time period of two (2) years commencing on the Commencement Date as provided in Section II unless terminated earlier, as provided herein, or modified by written agreement of the parties. BBRD shall have the exclusive option to renew this Agreement, for an additional two (2) year term at the conclusion of the initial term. Compensation in any year beyond the first year of this Agreement shall be adjusted based on the Consumer Price Index as provided for in Section VII, A. of this Agreement. BBRD shall notify SDS of its intent to exercise the renewal option no later than thirty (30) days prior to the expiration of the initial term. After the expiration of the initial term and renewal term (if exercised by BBRD), this Agreement may be subsequently renewed for a further specified period of time by written agreement of both parties. This Agreement may be modified at any time in accordance with Section IX, A of this Agreement.

B. SCOPE OF SERVICES – The administrative management services to be provided by SDS are as follows:

I. Community Manager

1. SDS shall hire and manage an employee to serve as Community Manager for BBRD as defined in Section II of this Agreement. The Community Manager shall be considered an employee of SDS but shall conduct him/her self in accordance with the guidelines contained in the BBRD Employee Handbook of Policies and Procedures provided said Policies and Procedures do not conflict with the policies and procedures contained in the SDS Employee Handbook or the requirements hereof.

2. Community Manager shall devote Community Manager's full-time efforts as the Community Manager, including the performance of the duties identified in the definition of Community Manager and any and all duties and responsibilities defined and described in the Community Manager Job Description which is specifically attached and incorporated hereto as Exhibit "A" to this Agreement. Community Manager shall also perform any reasonable administrative management duties and responsibilities assigned to Community Manager by the Board which are not specifically referenced in either the Community Manager definition or Exhibit "A" which may be amended by BBRD at any time; provided such additional administrative management duties and



responsibilities do not unduly burden the Community Manager. If such additional administrative management duties and responsibilities unduly burden the Community Manager; SDS shall be entitled to additional compensation as agreed to by the parties. Community Manager shall perform such duties at the location designated as 625 Barefoot Boulevard in the community known as Barefoot Bay, Florida 32976, and its contiguous environs.

3. Community Manager shall refrain from engaging directly or indirectly in any activity or business transaction for Community Manager or for any other person or entity (whether or not for remuneration), directly or indirectly, contingent or otherwise, which may result in a violation of the public trust, a conflict of interest, or otherwise adversely affect the proper discharge of Community Manager duties and responsibilities to BBRD.

4. Community Manager, shall make and deliver to the Board prompt, complete, and accurate reports of Community Manager's work, and shall ensure the prompt remittance and accounting for all monies collected by those under the supervision of Community Manager or coming into Community Manager's possession relating to the services provided pursuant to this Agreement.

5. Community Manager shall maintain a high standard of care and professional competence.

6. Community Manager shall use Community Manager's best efforts to ensure the efficient operations of BBRD consistent with the BBRD's adopted operational policies and procedures.

7. Community Manager shall manage all employees of BBRD including, but not limited to the hiring, appointment, termination, and/or suspension of District employees.

8. During the term of service, Community Manager shall not enter into, or attempt to enter into, any contract or agreement purporting to bind BBRD without the express consent of the Board except those expressly referenced in the District's budget as approved by the Board.

II. Administrative and Management Services. In addition to the duties of the Community Manager as described above, SDS shall have the specific duty, utilizing BBRD staff, to provide the following Administrative and Management services:

1. Ensure Community Manager attendance at all regularly scheduled and special Board of Trustees' meetings, including but not limited to all workshops. Arrange for time and location and all other necessary logistics for such meetings and workshops.

2. Prepare agenda packages for transmittal to Board of Trustees and staff seven (7) days prior to Board of Trustees' meeting. Prepare meeting materials for other meetings, hearings, and workshops as needed.

3. Provide accurate minutes for any and all BBRD Board meetings. Additional responsibilities include such items as:

- a. Custody of the District's Seal.
- b. Making available to Board and staff copies of minutes no later than thirty (30) days after initial recording
- c. Records custodian and records management liaison with State of Florida and other applicable government agencies overseeing the storage of inactive files and destruction of obsolete files in accordance with the applicable retention schedules as published by the State of Florida Division of Library Services.
- d. Maintaining and safeguarding the minutes of public meetings, Resolutions, contracts, and agreements.



4. Assist the BBRD's legal counsel to ensure compliance with any applicable federal, state, and/or local law affecting the District which compliance includes but are not limited to the following:
 - a. Report annually the number of registered voters by the required deadline of each year.
 - b. Properly notice all public meetings, in accordance with the appropriate Florida Statutes.
 - c. Provide required information to the Department of Community Affairs, Brevard County, the Auditor General, and any and all other federal, state, or local agencies with reporting requirements for the District.
 - d. Participate in the management of litigation and legal proceedings and attendance at any and all necessary proceedings related to litigation including, but not limited to, mediation, hearings, or trial as requested by BBRD's legal counsel. However, in the event that SDS or the Community Manager is required to testify under oath, SDS shall be entitled to reasonable additional compensation for the preparation and testimony at such mediation, hearing or trial as agreed to by the parties.
5. Implement and maintain a document management system to create and save documents, and provide for the archiving of BBRD documents.
6. Protect integrity of all public records in accordance with the requirements of Chapter 119, Florida Statutes. Responding to public record requests as required by Chapter 119, Florida Statutes.
7. Maintain "Record of Proceedings" for the District which includes meeting minutes, agreements, Resolutions and other records required by law.
8. Ensure District is in compliance with administrative and financial reporting requirements.
9. Assist in negotiations of contracts, as directed by the Board of Trustees.
10. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District.
11. Make recommendations regarding contract approval, rejection, amendment, renewal, and cancellation.
12. Provide contract administration and supervision of all contracts, excluding construction contracts prepared and supervised by a professional engineer, as directed by the Board.
13. Implementation of the operating policies and procedures adopted by the District..
14. Serve as liaison with federal, state, and local agencies, including, but not limited to, the Supervisor of Elections, Tax Collector, and the Department of Community Affairs.
15. Coordinate overall operational management activities including but not limited to:
 - a. Interaction between professional consultants and staff.
 - b. Follow-up of all action items from Board direction.
 - c. Coordination and performance of managers of all operational departments.
 - d. Develop and maintain uniform personnel and human resources policies as approved by the Board of Trustees.
 - e. Develop and maintain manager and employee organization chart and reporting structure as approved by the Board of Trustees.
 - f. Investigate and respond to complaints and concerns affecting District operations.



- g. Assist the Board in the enforcement of the Deed of Restrictions.

III. Financial Services. In addition to all duties as described above, SDS shall have specific the duty, utilizing BBRD staff, to provide the following Financial services:

1. Accounting
 - a. Establish Fund Accounting System in accordance with federal and state law as well as Government Accounting Standard Board and the Rules of the Auditor General. Prepare monthly balance sheet, income statement(s) with budget to actual variances.
 - b. Prepare Public Depositor's Report and distribute to State.
 - c. Prepare all other financial reports as required by applicable law and accounting standards, excluding the required annual audit to be prepared by an Independent Certified Public Accounting Firm selected by the BBRD Board.
 - d. Account for assets constructed by or donated to the District for maintenance.
 - e. On or before Oct. 1 of every year, prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
2. Budgeting
 - a. Prepare budget, budget resolutions, and backup material for and present the budget at all budget meetings, hearings, and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable Government Finance Officers Association and Government Accounting Standard Board standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for collection of those assessments. However, the cost of development of a benefit methodology report for new or changed maintenance assessments collection methods shall be negotiated by the parties.
 - b. Administer adopted budget of the District.
 - c. Transmit proposed budget to local governing authorities in the required timeframe prior to adoption.
 - d. File all required documentation with the Department of Revenue, Auditor General, Brevard County, and other governmental agencies with jurisdiction.
 - e. Prepare and cause to be published notices of all budget hearings and workshops.
 - f. Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm. Prepare all budget amendments on an outgoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the Independent auditor.
3. Revenue Collection
 - a. Administer collection and disbursement of assessments, fees, and charges and all revenues of the District in accordance with Chapter 418, Florida Statutes, or any other applicable Florida law governing the uniform method of assessing, levying, and collecting special assessment.
 - b. Recommend enforcement actions to ensure payment of assessments pursuant to Chapter 418, Florida Statutes.
 - c. Prepare monthly financial reports showing revenues and expenses for the month in comparison to annual budget, noting variances. Investigate reasons for variances and report to Board.
 - d. Prepare and refine a property database.
 - e. Prepare annual tax roll, if applicable. Certify roll either to Brevard County, or direct bill and collect (or both), as appropriate.
 - f. Issue estoppels letters as needed.
4. Accounts Payable/Receivables:



- a. Administer the processing, review and payment of all invoices and purchase orders. Ensure timely payment of district bills is made.
 - b. Prepare accounts payable and present to Board of Trustees for approval or ratification.
 - c. Report cash balances by fund.
 - d. Maintain checking accounts with qualified public depository.
5. Capital Program Administration
 - a. Maintain proper capital fund and project funding accounting procedures and records.
 - b. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the Trustees, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update, etc.
 - c. Arrange for preparation of and transmit Public Facilities Report to the appropriate agencies.
 - d. Prepare annual debt service fund budgets. Work with taxing officials to assure correct application of revenues and proper routing of payments to the Trustees to assure proper bond debt pay-off. Track and account for debt service payments and prepayments and process debt lien releases.
6. Purchasing:
 - a. Assist in selection of vendors as needed for services, goods, supplies, and materials. Obtain pricing proposals as needed and in accordance with District operating policies and procedures and State law.
 - b. Prepare RFPs for services needed, including, when requested, preparation of specifications and bid documents for various professional and maintenance services.
 - c. Prepare and process requisitions for capital expenses.
7. Investment Services:
 - a. All investments shall be made pursuant to applicable law and policies approved by the Board of Trustees.
 - b. Recommend investment policies and procedures pursuant to State law.
 - c. Provide for investment of funds per approved policies and Board direction.
 - d. Develop and implement a diversified investment portfolio which ensures safety of funds and maximum returns to be approved by the Board.
8. Risk Management:
 - a. Prepare and follow risk management policies and procedures established and approved by the Board of Trustees.
 - b. Recommend and advise the Board of Trustees of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.
 - c. Process and assist in the investigation of insurance claims, in coordination with District legal counsel.
 - d. Review insurance policies and coverage amounts of District vendors.
9. Asset Accountability: Develop and Maintain a Capitalized Inventory of all BBRD assets.
10. Grant Assistance: Develop a Short and Long Term Strategy to obtain federal and/or state grant funds to be utilized in BBRD improvement projects.



SECTION IV. BOARD'S AUTHORITY/RIGHTS.

A. The Board shall have the exclusive right to set policies for BBRD; to determine the fees, liens, and assessments to be charged to residents of the District; to enter into all contracts and agreements relating to BBRD, except where the Board has granted such authority to SDS and/or Community Manager; and to establish the full scope and time for performance of SDS and/or Community Manager's duties.

B. Nothing herein contained shall be construed to give SDS or Community Manager any interest in any tangible or intangible assets of BBRD.

C. SDS shall comply with all terms and provisions of any agreement between BBRD and any third party and shall not cause BBRD to be in default of any terms and provisions of any such agreements.

D. BBRD shall perform mandatory performance evaluations of SDS's performance at sixty (60), ninety (90) and one hundred and eighty (180) day intervals. Thereafter BBRD shall perform a mandatory annual evaluation of SDS's performance. Notwithstanding the above, BBRD shall have the sole discretion and authority to review SDS's performance over any time period determined reasonable and necessary by BBRD to ensure SDS's and/or Community Manager's compliance with the terms of this Agreement and/or SDS's and/or Community Manager's adequate performance of duties as described herein.

E. Should BBRD determine, in its complete and sole discretion, inadequate performance of the duties described herein by the Community Manager selected by SDS for any reason whatsoever, BBRD shall inform SDS in writing of the inadequate performance of Community Manager. Upon receipt of the Notice of inadequate performance described herein, SDS shall be allowed a period of thirty (30) days to correct said inadequate performance. Should that performance remain below expectations, BBRD shall provide to SDS in writing a formal request to remove the Community Manager. Upon receipt of this formal request to remove, SDS shall immediately remove Community Manager from BBRD and shall begin the process of obtaining a replacement Community Manager. After removal of Community Manager, and until such time as a replacement Community Manager is approved by the Board, SDS shall provide on-site management. During this time the Management Support Fee shall increase to Five Thousand Dollars and No/100 (\$5000.00) per month as provided for in Section VII of this Agreement regarding compensation.

SECTION V-TERMINATION.

A. Termination Without Cause. Either party hereunder shall be entitled to terminate this Agreement voluntarily and without cause for any reason whatsoever by providing the other party with sixty (60) days advance written notice (the "Notice Period") of such party's intent to terminate this Agreement. In the event that either party gives notice of termination without cause pursuant to this Section, BBRD shall have the sole option to have SDS either continue or discontinue performing duties under this Agreement during such Notice Period. If SDS gives notice of termination, BBRD shall only be required to pay the SDS total management fee as described herein, plus any other fees or costs due hereunder, prorated to the date such duties are discontinued which may be earlier than the full Notice Period if BBRD elects that SDS's duties be discontinued. If BBRD gives notice of termination without cause, BBRD shall pay to SDS the equivalent of sixty (60) days of the total management fee as described herein, plus any other fees or costs due hereunder, regardless of whether or not BBRD elects to have SDS continue to perform services during the full notice period.

B. Termination for Cause Without Notice. BBRD may terminate this Agreement immediately "For Cause." "Termination For Cause" shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, which breach continues for a period of thirty (30) days or is cured and recurs within thirty (30) days, following written notice to SDS describing the breach. Upon notice of an immediate Termination for Cause given by BBRD to SDS, BBRD shall only be required to pay SDS for services rendered through the date of the notice of Termination for Cause.



SECTION VI- INDEMNIFICATION AND INSURANCE.

A. SDS shall indemnify and hold harmless the BBRD and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from willful or wanton acts taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of SDS, the Community Manager, or anyone directly or indirectly employed by SDS, or anyone for whose acts any of them may be liable (excluding BBRD employees), regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, SDS agrees to pay, on behalf of BBRD, the cost of BBRD's legal defense as may be selected by the BBRD for all claims described in this paragraph. Such payment on behalf of BBRD shall be in addition to any and all legal remedies available to BBRD and shall not be considered to be the BBRD's exclusive remedy. In agreeing to this provision, BBRD does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision.

B. SDS shall name BBRD as an additional insured on its general liability insurance policy, which must be primary and not contributory. Such additional coverage shall apply to any and all liabilities, including those arising from contract. Such policy shall include a separation of insured clause which shall apply to each party as if it is the only insured. A certificate of insurance shall be provided to BBRD within thirty (30) days of the Commencement Date of this Agreement.

SECTION VII – COMPENSATION.

FIGURE 1

Management Services	Amount	Term
Community Manager- Full Time (To be Hired)		
Salary Maximum	\$80,000	Annual
Fringe Maximum	\$30,000	Annual
Management Support	\$25,000	Annual
Reimbursable Maximum	\$6,000	Annual
Total Maximum Management Services	\$141,000	Annual

A. Total Maximum Management Services.

BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 1 (minus Reimbursable Maximum) in monthly installment payments of Eleven Thousand Two Hundred and Fifty Dollars and No/100 (\$11,250.00) for a total annual payment of One Hundred and Thirty Five Thousand Dollars and No/100 (\$135,000.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 annually, as outlined in Section VII E, Miscellaneous Expenses. Until SDS engages a full time on-site Community Manager and during any period where a Community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month. The above-referenced fees will be adjusted annually after the first Agreement year based on the Consumer Price Index (CPI).

B. Management Services.

SDS proposes to hire a full-time community manager within sixty (60) days of the initial contract. In order to hire a qualified, experienced professional, SDS estimates an annual salary of Eighty Thousand Dollars and No/100 (\$80,000) per year plus competitive benefits, including health insurance, retirement plan, and paid time off. The estimated cost for the fringe benefits for this employee is Thirty Thousand Dollars and No/100 (\$30,000). If SDS is able to hire an individual that is acceptable to BBRD at a lower salary, those savings will be passed on to BBRD.



C. Financial Support.

In addition to hiring the full-time Community Manager, SDS will provide administrative and financial support from its Palm Beach Gardens office. The cost for this management support effort is Twenty-Five Thousand Dollars and No/100 (\$25,000.00) annually and is reflected in the fee for Total Maximum Management Services described above. This fee represents charges for financial advisory and budget support, data entry, official record keeping, and meeting preparation support, if necessary. It is understood by the parties that the District will provide the in-house staff necessary to conduct the day to day activities of the District. The role of SDS is to manage the affairs of the District through the Community Manager as provided for herein. It is further understood by the parties that SDS and the Community Manager are responsible to the Board and the in-house staff are responsible to SDS and the Community Manager.

D. Assessment Roll.

If BBRD utilizes the tax collector for collection of special assessments, SDS charges and shall receive an additional Ten Thousand Dollars and No/100 (\$10,000.00) for preparation and submission of the annual tax roll to the property appraiser and tax collector after approval by the Board, which shall be paid upon submission of the tax roll.

E. Miscellaneous Expenses.

In addition to the above described fees, SDS shall be reimbursed for out-of-pocket expenses incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). SDS will submit monthly invoices to **BBRD** for work performed under the terms of this Agreement; however, in no case shall out-of-pocket expenses exceed Five Hundred Dollars and No/100 (\$500.00) per month, without District approval. Payment shall become due and payable within thirty (30) days of receipt. Any such Per diem and travel expenses, including mileage reimbursement, shall be reimbursed in accordance with rates as provided in Section 112.061, Florida Statutes.

SECTION VIII – DOCUMENTS AND ASSETS.

All documents, maps, drawings, data and worksheets prepared by SDS for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by SDS. SDS agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which SDS deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall SDS acquire any interest therein.. SDS agrees that in the event of termination of this Agreement, SDS shall promptly return to BBRD all documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in SDS's possession at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

SECTION IX –AMENDMENTS/ASSIGNMENTS.

A. This Agreement and attached exhibits represents the entire understanding between the parties and all prior negotiations, promises, representations, warranties, and statements whether oral or written are merge herein, and this Agreement may not be changed, modified, or amended except by a subsequent Agreement in writing signed by BBRD and SDS which may be at any time during the intial or renewal term of this Agreement.

B. This Agreement is non-transferable and non-assignable without the express written consent of both parties.

C. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.

D. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.



SECTION X- NOTICES.

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively a "notice") shall be (a) in writing, and (b) addressed by the sender to the other party at the address and in the manner set forth below:

If to BBRD: Barefoot Bay Recreation District
Attn: Chairman of the Board
P.O. Box 799-233
Barefoot Bay, Florida 32976

If to SDS: Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33408

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt if delivered personally, or by courier service; or (ii) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

SECTION XI - MISCELLANEOUS

A. If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement, shall lie in Palm Beach County, Florida.

B. Time is of the essence as to this Agreement.

C. To the extent any services listed herein are services involving other professions or professionals, SDS's role shall be to coordinate and assist the performance by such other professionals.

D. The rights and obligations of the parties under this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, estate, representatives, successors and assigns of the parties hereto.

E. Failure to insist upon strict compliance with any of the terms, covenants or warranties hereof shall not be deemed a waiver of such terms, covenants, or warranties; nor shall any waiver, relinquishment of any right hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time.

F. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

G. Any reference herein to the masculine, the feminine or the neuter shall include the masculine, the feminine and the neuter, and any reference to the singular or plural shall include the opposite thereof as the context so requires.

H. Each party hereto represents to the other party that there are no agreements, whether oral or written, with any other individuals or entities which prevent such applicable party from entering into this Agreement and fully performing the services described herein.

I. SDS hereby willingly, knowingly, and expressly waives any right to claim, assert or allege in any action or proceeding that SDS was induced to enter into Agreement by any promise, statement of fact, warranty, representation, inducement, occurrence, promise, or condition (hereinafter collectively referred to as "Representations") by BBRD, BBRD's agents or representatives, which are not expressly set forth in this Agreement, and all such Representations are merged herein.



J. BBRD hereby willingly, knowingly, and expressly waives any right to claim, assert or allege in any action or proceeding that BBRD was induced to enter into Agreement by any promise, statement of fact, warranty, representation, inducement, occurrence, promise, or condition (hereinafter collectively referred to as "Representations") by SDS, SDS's agents or representatives, which are not expressly set forth in this Agreement, and all such Representations are merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

BAREFOOT BAY RECREATION DISTRICT

SPECIAL DISTRICT SERVICES, INC.

By: Wilma C. Weglein

By: Peter L. Pimentel

Wilma Weglein, Chairman 1-28-08
Printed Name and Title Date

Peter L. Pimentel, President 1/29/08
Printed Name and Title Date

ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/30/2008

PRODUCER (561) 655-5500 Wells Fargo Insurance Services Southeast, Inc. 2054 Vista Parkway, Suite 400 West Palm Beach, FL 33411-2718		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Special District Services, Inc. The Oaks Center 2501 A Burns Road Palm Beach Gardens, FL 33410-3426		INSURERS AFFORDING COVERAGE	
		INSURER A: Southern Owners Ins	
		INSURER B: St Paul - Travelers	
		INSURER C: National Union Fire Insurance Company	
		INSURER D:	
		INSURER E:	
		NAIC #	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A			GENERAL LIABILITY	7261628608	5/10/2008	5/10/2009	EACH OCCURRENCE	\$ 1,000,000	
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
			GEN'L AGGREGATE LIMIT APPLIES PER:						
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A			AUTOMOBILE LIABILITY	7261628608	5/10/2008	5/10/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
			<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
			<input checked="" type="checkbox"/> NON-OWNED AUTOS						
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$	
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
								\$	
			<input type="checkbox"/> DEDUCTIBLE					\$	
			<input type="checkbox"/> RETENTION \$					\$	
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2918A62308	5/15/2008	5/15/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000	
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
A			Property	7261628608	5/10/2008	5/10/2009	Ded. \$500	\$240,903	
C			Professional Liability	BINDER	3/25/2008	3/25/2009	\$10,000 Ded.	\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is here by named as additional insured with respects to the Professional Liability policy only.

CERTIFICATE HOLDER

Barefoot Bay Recreation District
P.O. Box 779-233
Barefoot Bay, FL 32976-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**AMENDMENT AND RENEWAL OF AGREEMENT FOR
MANAGEMENT SERVICES**

THIS AMENDMENT AND RENEWAL OF AGREEMENT FOR MANAGEMENT SERVICES entered into this 2nd day of September, 2014 between BAREFOOT BAY RECREATION DISTRICT, an Independent Special District of the State of Florida (hereinafter referred to as "BBRD"), 625 Barefoot Boulevard, Barefoot Bay, Florida 32976 and SPECIAL DISTRICT SERVICES, INC. (hereinafter, "SDS"), 2501A Burns Road, Palm Beach Gardens, FL 33410-5204.

RECITALS

WHEREAS, BBRD and SDS entered into an Agreement for Management Services (hereinafter, "the Agreement") with an effective date of February 1, 2008; and

WHEREAS, pursuant to Section III, A, of the Agreement, the Agreement had an initial term of two (2) years; and

WHEREAS, on or about October 9, 2009, BBRD formally exercised its option to renew the Agreement for an additional two (2) year term from February 1, 2010 to January 31, 2012; and

WHEREAS, on September 9, 2011, the BBRD Board of Trustees approved an extension of the expiration of the additional two (2) year renewal term from January 31, 2012 to September 30, 2012 to coincide with BBRD's fiscal year; and

WHEREAS, on January 13, 2012, the Parties formally entered into a Memorandum of Understanding approving the extension of the expiration of the additional two (2) year renewal term from January 31, 2012 to September 30, 2012; and

WHEREAS, on September 28, 2012, the Parties formally agreed to and executed an Amendment and Renewal of Agreement for Management Services renewing the term of the Agreement from October 1, 2012 to September 30, 2014 and amending Section VII of the Agreement regarding compensation paid by BBRD to SDS during the renewal period; and

WHEREAS, the Parties wish to amend parts of Section III of the Agreement regarding term (providing for a three-year renewal term beginning October 1, 2014), parts of Section VII of the Agreement regarding compensation paid by BBRD to SDS during the three-year renewal period effective October 1, 2014, and parts of Section VIII in an effort to comply with Sec. 119.0701, F.S. regarding public records; and

WHEREAS, the Parties intend for all other terms of the Agreement to remain in full force and effect during the stated three-year renewal period effective from October 1, 2014 to September 30, 2017;

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Consistent with Section III, A of the Agreement, the Agreement is renewed from October 1, 2014 to September 30, 2017.

2. Effective October 1, 2012, Section VII, Compensation, is amended, in part, to read as follows:

SECTION VII - COMPENSATION.

FIGURE 1 YEAR 1
(October 1, 2012-September 30, 2013)

Management Services	Amount	Term
Community Manager - Full Time		

Salary Maximum	\$83,052.80 <u>\$80,000</u>	Annual
Fringe Maximum	\$30,000 <u>\$32,000</u>	Annual
Management Support	\$27,439.20 <u>\$28,900</u>	Annual
Reimbursement Maximum	\$6,000	Annual
Total Maximum Management Services	\$146,492 <u>\$146,900</u>	Annual

FIGURE 2 YEAR 2
(October 1, 2013~~5~~-September 30, 2014~~6~~)

Management Services	Amount	Term
Community Manager - Full Time		
Salary Maximum	\$85,544.38 <u>\$82,400</u>	Annual
Fringe Maximum	\$30,900 <u>\$32,800</u>	Annual
Management Support	\$28,262.38 <u>\$29,600</u>	Annual
Reimbursement Maximum	\$ 6,000	Annual
Total Maximum Management Services	\$150,706.76 <u>\$150,800</u>	Annual

FIGURE 3 YEAR 3
(October 1, 2016-September 30, 2017)

Management Services	Amount	Term
Community Manager - Full Time		
Salary Maximum	<u>\$84,872</u>	<u>Annual</u>
Fringe Maximum	<u>\$33,620</u>	<u>Annual</u>
Management Support	<u>\$30,400</u>	<u>Annual</u>
Reimbursement Maximum	<u>\$ 6,000</u>	<u>Annual</u>
Total Maximum Management Services	<u>\$154,892</u>	<u>Annual</u>

A. Total Maximum Management Services.

Year 1

In Year 1 of this Agreement, BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 1 (minus Reimbursable Maximum) in monthly maximum installment payments of ~~Eleven Thousand Seven Hundred Seven Dollars and 67/100 (\$11,707.67)~~ Eleven Thousand Seven Hundred Forty

One Dollars and 67/100 (\$11,741.67) for a total maximum annual payment of ~~One Hundred and Forty Thousand Four Hundred Ninety Two Dollars and No/100 (\$140,492.00)~~ One Hundred Forty Thousand Nine Hundred Dollars and No/100 (\$140,900.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month.

Year 2

In Year 2 of this Agreement, BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 2 (minus Reimbursable Maximum) in monthly maximum installment payments of ~~Twelve Thousand Fifty Eight Dollars and 90/100 (\$12,058.90)~~ Twelve Thousand Sixty Six Dollars and 67/100 (\$12,066.67) for a total maximum annual payment of ~~One Hundred and Forty Four Thousand Four Hundred Seventy Dollars and 76/100 (\$144,706.76)~~ One Hundred Forty Four Thousand Eight Hundred Dollars and No/100 (\$144,800.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month.

Year 3

In Year 3 of this Agreement, BBRD shall pay to SDS the annual amount of Total Maximum Management Services as reflected on FIGURE 3 (minus Reimbursable Maximum) in monthly maximum installment payments of Twelve Thousand Four Hundred Seven Dollars and 67/100 (\$12,407.67) for a total maximum annual payment of One Hundred Forty Eight Thousand Eight Hundred Ninety Two Dollars and No/100 (\$148,892.00). Reimbursable expenses may not exceed Six Thousand Dollars and No/100 (\$6,000.00) annually, as outlined in Section VII E, Miscellaneous Expenses. During any period where a community Manager is not provided by SDS, the Management Support Fee shall be increased to Five Thousand Dollars and No/100 (\$5,000.00) per month.

B. Management Services.

SDS shall compensate the Community Manager as provided in Figures 1, and 2, and 3 of Section VII and as described in Section VII A, Total Maximum Management Services. SDS shall be solely responsible for payment and management of the Community Manager's benefits, including health insurance, retirement plan, and paid time off. If SDS is able to hire an individual that is acceptable to BBRD at a lower salary, those savings will be passed on to BBRD.

C. Financial Support.

In addition to hiring the full-time Community Manager, SDS will provide administrative and financial support from its Palm Beach Gardens office. The cost for this management support effort is reflected in the fee for Total Maximum Management Services as provided on Figures 1, and 2, and 3 and described in Section VII, A, Total Maximum Management Services, above. This fee represents charges for financial advisory and budget support, data entry, official record keeping, and meeting preparation support, if necessary. It is understood by the parties that the District will provide the in-house staff necessary to conduct the day to day activities of the District. The role of SDS is to manage the affairs of the District through the Community Manager as provided for herein. It is further understood by the parties that SDS and the Community Manager are responsible to the Board and the in-house staff are responsible to SDS and the Community Manager.

D. Assessment Roll.

If BBRD utilizes the tax collector for collection of special assessments and SDS prepares the assessment roll at the option of BBRD, SDS charges and shall receive an additional Five Thousand Dollars and No/100 (\$5,000.00) for preparation and submission of the annual tax roll to the property appraiser and tax collector after approval by the Board, which shall be paid upon submission of the tax roll. This amount is not included in the amount reflected for Total Maximum Management Services in Figures 1, and 2, and 3 of Section VII above.

3. Effective October 1, 2014, Section VIII, Documents and Assets, is

amended, in part, to read as follows:

All documents, maps, drawings, data and worksheets prepared by SDS for BBRD under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by SDS. SDS agrees to provide access to such public records on the same terms and conditions that BBRD provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. SDS agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. SDS agrees that upon termination of this Agreement, all proprietary interest of BBRD in its business assets, tangible or intangible, including records, files, lists and information which SDS deals with or develops during the course of this Agreement shall remain the sole and exclusive property of BBRD, and in no event shall SDS acquire any interest therein. SDS agrees that in the event of termination of this Agreement, SDS shall promptly return at no cost to BBRD all public records documents, forms, contracts, lists and completed work or work in progress relating to the affairs of BBRD and any personal property of BBRD in SDS's possession at the time of termination. Duplicate public

records that are exempt or confidential shall be destroyed by SDS at the time of termination. Public records maintained by SDS in an electronic format, shall be provided to BBRD in a format that is compatible with the information technology systems of BBRD at the time of termination. All title to supplies, records of any type whatsoever, equipment and furnishings shall remain the sole property of BBRD.

4. Except as amended herein, all other terms of the Agreement shall remain in full force and effect from October 1, 2014 to September 30, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Renewal of Agreement for Management Services on the dates written below.

Signed, sealed and delivered
in the presence of:

Witness:

Printed Name:

John W. Coffey

Printed Name:

Dawn E. Myers

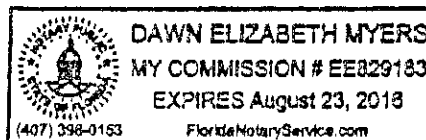
BAREFOOT BAY RECREATION
DISTRICT

By: Tom Guinther

Printed Name: Tom Guinther

As its: Chairman, Board of Trustees

Date: 9/2/14



Signed, sealed and delivered
in the presence of:

Witness:

Printed Name:

Patricia LasCasas

Printed

Name: JASON PIERMAN

SPECIAL DISTRICT SERVICES, INC.,

By: Todd Wodraska

Printed Name: Todd Wodraska

Title: President

Date: 8/27/14

Board of Trustees Meeting Agenda Memo

Date: March 10, 2017

Title: Request to Form a Club: New Hampshire Bocce Club

Section & Item: 9B

Department: Administration: Office of District Clerk

Fiscal Impact: N/A

Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager

Attachments: Request From

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Approval of New Hampshire Club as a BBRD registered club.

Background and Summary Information

Staff received the attached request from residents to form a bocce club for recurring use of bocce facilities on Tuesday mornings.

The BBRD Policy Manual provides the following process for the recognition of BBRD registered clubs:

Registration of Clubs/Organizations/Private Parties

1. Any request to form a registered Club or Organization that intends to use District facilities must be reviewed by the Community Manager and approved by the Board of Trustees.
2. An Application form and Building Registration form must be filed as part of the application which shall include the following information:
 - A. Name of Club or Organization
 - B. Names, addresses, phone numbers of at least four responsible year round District residents or elected officers or alternates. All officers of the club or organization must be District residents.
 - C. Times, dates, and their choice of established layouts of tables and chairs needed for the club/organization.
 - D. Definition and purpose of the club or organization.
 - E. Other pertinent information as may be required.
3. Changes to Club Officers or designated responsible parties must be reported to BBRD management staff when changes occur to keep registration forms current.
4. Clubs or Organizations must renew their applications for use of District facilities on an annual basis. This must be done no later than December 31st of each year. Names and address of officers (who must be District residents) shall be provided. Failure to maintain residents as officers will result in the club or organization being de-certified as a registered club or organization. This is necessary to reaffirm scheduling for each season/year. Applicants also need to report if they desire to have their names published in the HOA annual phone directory.
5. The designated parties will be the only recognized officials to make new arrangements and changes to the schedule or set up plans.
6. The time that has been scheduled for club meetings must be followed. Members are not allowed to come in early. Other functions or cleaning may be in progress prior to the clubs scheduled time.

The Community Manager has reviewed the application and recommends approval by the BOT.

February 28, 2017

John Coffey

Community Manager

Barefoot Bay Rec. Dept

A group of us would like to form the NH Bocce Club to play a friendly game of Bocce with friends on Tuesday mornings from 9:30-12:00.

We look forward to the exercise, fresh air, and friendly competition at the Bocce courts once a week.

As we begin we are four married couples, all homeowners in Barefoot Bay.

We have selected the following officers for the club:

President - Penny (Barbara) Bodwell

Vice President - Darlene Schwartz

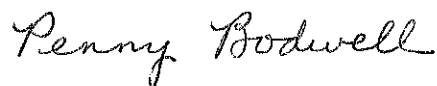
Secretary - Janet Homan

Treasurer - Sherry Weston

We request approval in order to be placed on the Calendar to reserve the courts for our Tuesday morning games.

Thank you for considering us for a registered club.

Sincerely,

A handwritten signature in cursive script that reads "Penny Bodwell".

Penny (Barbara) Bodwell



BAREFOOT BAY RECREATION DISTRICT

REQUEST TO ORGANIZE A CLUB

NAME OF CLUB:

NH Bocce Club

PURPOSE/OBJECTIVE:

to enjoy a friendly game of Bocce with friends

GUIDELINES

- Any Club, Organization or Resident Group that uses District facilities must be comprised of a majority of Barefoot Bay residents unless permitted by policies adopted by the Board of Trustees.
- Any request to form a registered Club, Organization or Resident Group that intends to use District facilities must be reviewed by the Community Manager and must contain names, addresses, and phone numbers of at least four responsible year round residents or elected officers or alternates.
- A Building Registration application form must be filed upon approval from the Community Manager.

Please refer to BBRD Policy Manual Section 3.4 - Guidelines for Registering as a Club, Organization or Resident Group and Use of District Facilities for further information.

REQUESTOR INFORMATION

NAME Penny (Barbara) Bodwell

ADDRESS 828 Hyacinth Cir

PHONE # 603-312-6628

RESIDENT #1 INFORMATION

NAME Penny Bodwell

ADDRESS 828 Hyacinth Cir

PHONE # 603-312-6628

RESIDENT #2 INFORMATION

NAME Sherry Weston

ADDRESS 621 Perri Periwinkle Cir

PHONE # 603-431-4502

Mailing Address:
625 Barefoot Boulevard, Building "F"
P.O. Box 779-233

(772) 664-3141
(772) 664-1928

Physical Address:
625 Barefoot Boulevard
Barefoot Bay, Florida 32976-7305



BAREFOOT BAY RECREATION DISTRICT

RESIDENT #3 INFORMATION

NAME Janet Homan

ADDRESS 303 Avocado Dr

PHONE # 603-772-5105

RESIDENT #4 INFORMATION

NAME Darlene Schwartz

ADDRESS 831 Hyacinth Cir

PHONE # 716-984-3304

REQUESTOR SIGNATURE

DATE

Penny (Barbara) Bodwell

2/28/2017

COMMUNITY MANAGER APPROVAL

DATE

Board of Trustees Meeting Agenda Memo

Date: March. 10, 2017

Title: **Delegation of Authority for Community Manager to Sign Public Assistance (FEMA) Documents**

Section & Item: 9C

Department: Administration: Office of District Clerk

Fiscal Impact: N//A

Contact: Dawn Myers, District Clerk or John W. Coffey, Community Manager

Attachments: E-mail correspondence with FDEM Employee

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Authorize Chairman Diana to sign document delegating authority to Community Manager Coffey to sign public assistance (FEMA) documents

Background and Summary Information

Staff has been working with FEMA representative for the past months on reimbursement for damages and costs incurred by Hurricane Matthew. On 3Mar17, Heather Johnson, Grants Specialist V Recovery of the Florida Division of Emergency Management notified staff that unless the BBRD Charter expressly authorizes the Community Manager to sign public assistance documents, the Chairman of the Board would need to re-sign all the previously signed documents. He stated the BOT could authorize Chairman Diana to delegate his authority thus avoiding the need to re-sign the multiple documents already submitted.

Staff recommends the BOT authorize Chairman Diana to sign said letter (which will be drafted and e-mailed to the BOT prior to the meeting).

John Coffey

From: Johnson, Heather
Sent: Friday, March 03, 2017 10:02 AM
To: John Coffey
Subject: RE: Funding Agreement DR-4283

You can email it to me. Just be sure it is from the chairman with his name and title delegating authority to you with your name and title to sign all public assistance documents.

I apologize for any inconvenience. Thank you.

Heather L. Johnson

Public Assistance, Grants Specialist V, Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Office: (850) 815-4455
Cell: (229) 421-2992
Heather.Johnson@em.myflorida.com
www.FloridaDisaster.org

From: John Coffey [mailto:jcoffey@bbrd.org]
Sent: Friday, March 03, 2017 9:51 AM
To: Johnson, Heather <Heather.Johnson@em.myflorida.com>
Subject: RE: Funding Agreement DR-4283

I will need to get Board approval for the Chairman to sign such a letter. The next Board meeting is next Friday. Will you want a hard copy of the letter? I can email you a scanned copy next Friday afternoon but the hard copy will not go out in the mail until Monday 13Mar17. Please advise.

From: Johnson, Heather [mailto:Heather.Johnson@em.myflorida.com]
Sent: Friday, March 03, 2017 9:23 AM
To: John Coffey
Subject: RE: Funding Agreement DR-4283

Is this something that you can obtain or perhaps a letter stating that the chairman is authorizing you, the manager to sign all public assistance documentation and have the chairman sign?

Heather L. Johnson

Public Assistance, Grants Specialist V, Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Office: (850) 815-4455
Cell: (229) 421-2992

Heather.Johnson@em.myflorida.com
www.FloridaDisaster.org

From: John Coffey [mailto:jcoffey@bbrd.org]
Sent: Friday, March 03, 2017 9:22 AM
To: Johnson, Heather <Heather.Johnson@em.myflorida.com>
Subject: RE: Funding Agreement DR-4283

No. The district's charter does not reference my position. It only references the Board of Trustees.

From: Johnson, Heather [mailto:Heather.Johnson@em.myflorida.com]
Sent: Friday, March 03, 2017 9:19 AM
To: John Coffey
Subject: RE: Funding Agreement DR-4283

Do you have a delegation of authority (also known as a charter) in place that authorizes you to sign official documents?

Heather L. Johnson

Public Assistance, Grants Specialist V, Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Office: (850) 815-4455
Cell: (229) 421-2992
Heather.Johnson@em.myflorida.com
www.FloridaDisaster.org

From: John Coffey [mailto:jcoffey@bbrd.org]
Sent: Friday, March 03, 2017 9:16 AM
To: Johnson, Heather <Heather.Johnson@em.myflorida.com>
Cc: Dawn Myers <dawnmyers@bbrd.org>
Subject: RE: Funding Agreement DR-4283

Mr. Johnson,

The answer to your question depends upon your definition of authority. I am the chief appointed official (akin to a city manager) of Barefoot Bay Recreation District. All employees report to me through lines of management. I report to an elected Board of Trustees (akin to a city council). The Board of Trustees has an honorary Chairman who runs meetings and can sign documents upon the approval of the Board.

Sincerely,

John W. Coffey
Community Manager
Barefoot Bay Recreation District
625 Barefoot Blvd.
Barefoot Bay, FL 32976
Phone: 772.664.3141
Fax: 772.664.1928

PUBLIC RECORDS NOTICE: Barefoot Bay Recreation District (BBRD) is governed by the State of Florida public records law. This means that the information BBRD receives online including your e-mail address might be disclosed to any person making a public records request. If you have any question about the Florida public records law refer to Chapter 119 Florida Statutes. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Johnson, Heather [mailto:Heather.Johnson@em.myflorida.com]
Sent: Friday, March 03, 2017 7:57 AM
To: JCoffey@bbrd.org
Subject: Funding Agreement DR-4283

Mr. Coffey,

Good morning. After review of the funding agreement that you submitted and because the instructions say that the agreement must be signed by the highest point of authority, our legal team has requested delegation of authority. Is there anyone that is in higher authority than yourself for Barefoot Bay Recreation District? Please advise.

Thank you,

Heather L. Johnson
Public Assistance, Grants Specialist V, Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Office: (850) 815-4455
Cell: (229) 421-2992
Heather.Johnson@em.myflorida.com
www.FloridaDisaster.org

Board of Trustees Meeting Agenda Memo

Date: March. 10, 2017

Title: Citizen Serve (DOR Enforcement Searchable Database) Demonstration

Section & Item: 9D

Department: Resident Relations: DOR Enforcement

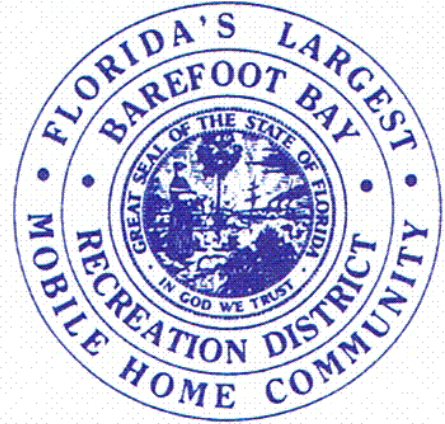
Fiscal Impact: N//A

Contact: Susan Cuddie, Resident Relations Manager

Attachments: N/A

Reviewed by
General Counsel: N/A

Approved by:



Requested Action by BOT

Allow Resident Relations Manager to demonstrate how homeowners, residents and other concerned citizens can easily access the DOR Enforcement database (CitizenServe) and search by properties to review the status of current or past DOR violation cases.

Background and Summary Information

As part of the FY15 Budget, BBRD contracted with a web-based DOR Enforcement field-based service (CitizenServe) to increase efficiency and effectiveness of the DOR Enforcement Officers through the direct entry of data and pictures while in the field (as opposed to sitting behind a desk and entering data previously written on a paper clip board. Additionally, CitizenServe is capable of allowing residents to search the database via the internet to view the status of specific cases (current and closed). Residents may also use this software to enter violations which will then be forwarded to the DOR staff for processing. The annual cost of the service is \$10,800 (based on the number of staff users). Staff believes the use of these resident use features of CitizenServe will allow greater ease of access to information by the public thereby increasing the transparency of BBRD's DOR Enforcement efforts.

CitizenServe can be accessed by going to www.bbrd.org and clicking on the CitizenServe Database link (to be set up the week of 06Mar17) or by going to <https://www2.citizenserve.com/Portal/PortalController>.

Manager's Report



Barefoot Bay Recreation District

625 Barefoot Boulevard, Building "F"
Barefoot Bay, FL 32976-9233

Phone 772-664-3141
Fax 772-664-1928

Memo To: Board of Trustees

From: John W. Coffey, Community Manager

Date: March 10, 2017

Subject: Manager's Report

Due to the quick turnaround from the last BOT meeting (less than 72 hours), there is nothing significant to report at this time. Updated information will be provided at the meeting.

Attorney's Report

Trustees Liaison Reports

Incidental Remarks from Trustees

Audience Participation

Adjournment