



Rizzetta & Company

Mira Lago West Community Development District

Board of Supervisors' Meeting September 4, 2019

**District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813.533.2950**

www.MiraLagoWestCDD.org

MIRA LAGO WEST COMMUNITY DEVELOPMENT DISTRICT

Southshore Regional Library, 15816 Beth Shields Way, Ruskin, FL 33573

Board of Supervisors	Lennie Fine	Chair
	Hector Ortiz	Vice Chair
	Jennifer Parra	Assistant Secretary
	Justin Goushaw	Assistant Secretary
	Simon Schmieder	Assistant Secretary
District Manager	Bryan Radcliff	Rizzetta & Company, Inc.
District Counsel	Scott Steady	Burr Forman, LLP
District Engineer	Stephen Brletic	JMT

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

August 29, 2019

**Board of Supervisors
Mira Lago West Community
Development District**

REVISED AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Mira Lago West Community Development District will be held on **Wednesday, September 4, 2019 at 6:00 PM** at the Southshore Regional Library, 15816 Beth Shields Way, Ruskin, Florida 33573. The following is the [revised agenda](#) for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A.** Aquatic Maintenance UpdateTab 1
 - i.** Update on Midge Fly Treatments
 - ii.** Consideration of Midge Fly & Sportfish Proposals.....Tab 2
 - iii.** Consideration of Aeration Installation ProposalTab 3
 - iv.** [Consideration of Fountain Relocation Proposal.....Tab 4](#)
 - B.** District Counsel
 - D.** District Engineer
 - i.** Consideration of Erosion Remediation Agreement.....Tab 5
 - E.** District Manager
- 4. BUSINESS ITEMS**
 - A.** Consideration of Website ADA Compliance ProposalsTab 6
- 5. SUPERVISOR REQUESTS**
- 6. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, do not hesitate to contact us at (813) 933-5571.

Sincerely,

Bryan Radcliff

Bryan Radcliff
District Manager

Tab 1



Mira Lago West CDD Waterway Inspection Report

Reason for Inspection: 8/23/2019

Inspection Date: Routine Scheduled - Monthly

Prepared for:

Mr. Bryan Radcliff, District Manager
Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

Prepared by:

Peter Simoes, Account Representative/Biologist
Aquatic Systems, Inc. – Sun City Field Office
Corporate Headquarters
2100 N.W. 33rd Street, Pompano Beach, FL 33069
1-800-432-4302

Site: 1



Comments: Normal growth observed

Improved clarity was noted within Pond #1. The minor windblown algae will be treated during our upcoming scheduled visits and is expected to clear within 10-14 days following application.

Site: 2



Comments: Site looks good

Pond #2 was observed clear of algae and submersed weeds.

Site: 3



Comments: Site looks good

Pond #3 continues to look good.

Site: 4



Comments: Site looks good

Pond #4 was observed to be in good condition, with reduced algae and submersed vegetation following our scheduled applications.

Site: 5



Comments: Treatment in progress

Positive treatment results following last month's applications were noted during today's inspection of Pond #5. The minor new growth of Alligatorweed and Torpedograss will be targeted during our routine visits.

Site: 6



Comments: Treatment in progress

The Cattails and Primrose within Site #6 were noted with positive results following last month's treatments applied via Mobitrac.

Site: 7



Comments: Treatment in progress

Positive treatment results following last month's airboat applications were noted within the shelf of Pond #7. The remaining Torpedograss along the perimeter will be spot-treated during our routine visits.

Site: 8



Comments: Site looks good

Pond #8 was observed with minor shoreline weeds, most of which were identified as Torpedograss (likely attributed to recent water level fluctuations). The grasses will be treated during our routine visits.

Site: 9



Comments: Treatment in progress

Positive spot-treatment results were noted within Site #9. The invasive vegetation will continue to be targeted to improve percent coverage of the native plant material (Duck Potato, Thalia, Gulf Spikerush, Cordgrass and Canna).

Management Summary

The waterway inspection for Mira Lago West CDD was completed on August 23rd, 2019 for all ponds.

Recent rain events have resulted in turf conditions unfavorable for our equipment to traverse through, resulting in minor delays for treatments within several waterways. We will continue to keep a close eye on every lake and pond and will address any issues as soon as favorable conditions return.

Positive results following last month's airboat treatments were noted within the shelf of Pond #7 and Mobitrac treatments throughout Site #6. The remaining Cattails will be treated during our routine application dates and positive results may be expected within 14-21 days following herbicide application.

Normal growth of filamentous algae was observed within Ponds #1, #7 and #9, all of which will be treated during our upcoming scheduled visits. Algae is expected to clear within 10-14 days following algaecide application.

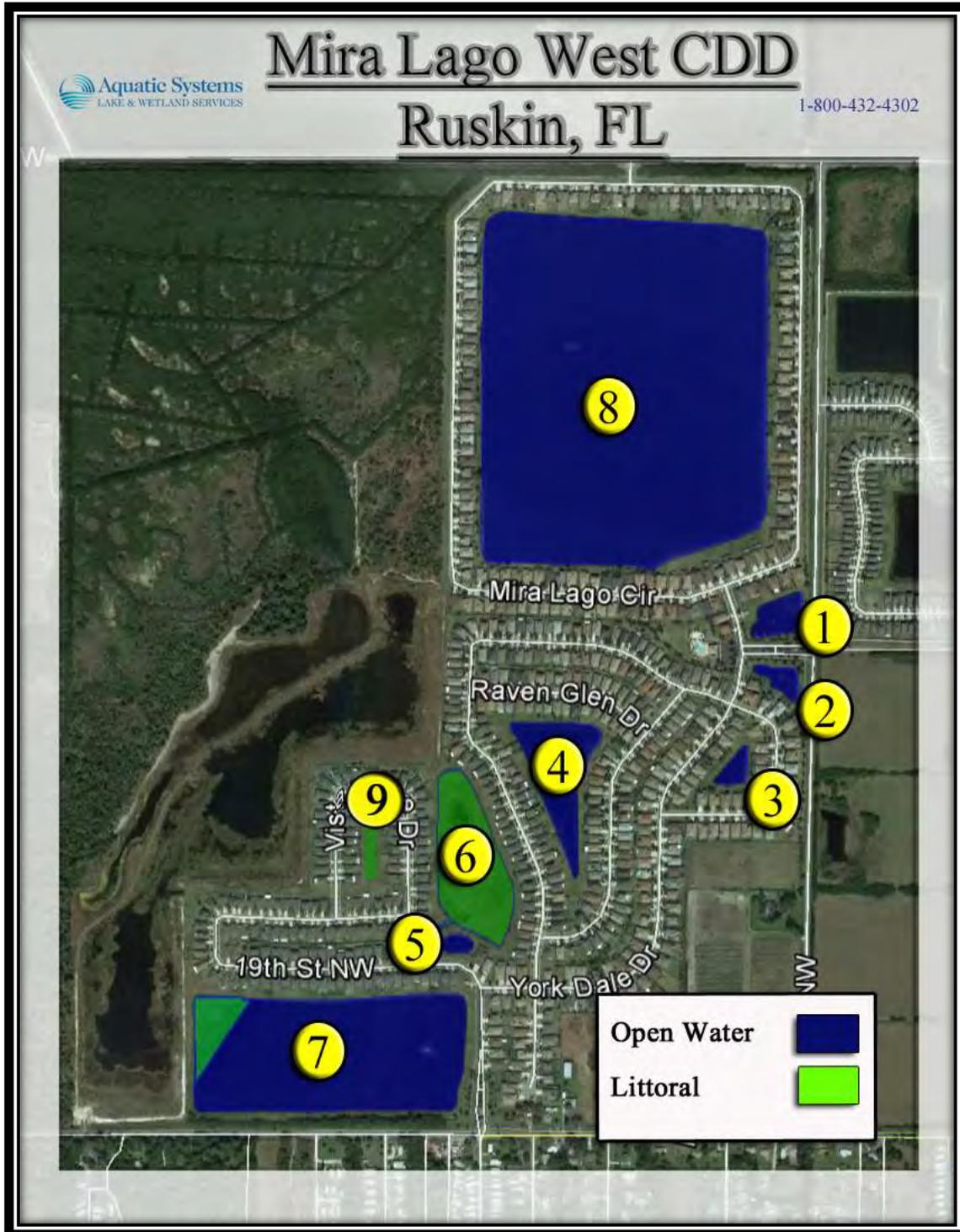
Lastly, the submersed Widgeongrass within Ponds #1 and #8 will continue to be treated during our routine visits. Hydrilla and Slender Spikerush populations remain minimal throughout the community following our routine applications, most notably within Ponds #1, #2 and #4.

Recommendations/Action Items

- Routine Maintenance
- Continue to treat Cattails, grasses and Primrose within Mitigation Areas #6 and #9 and within the shelf of Pond #7.
- Continue to treat all sites for invasive vegetation during our routine visits.
- Target submersed Chara within Pond #1 and grasses along perimeter of Ponds #4 and #5.

NOTE: ASI recommends aeration within Ponds #4 and #7 to remedy pond stratification. A proposal has been generated for the boards consideration.

THANK YOU FOR CHOOSING ASI!



Tab 2

Special Services Proposals for Mira Lago West CDD



Partnership for Beautiful and Healthy Waterways

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services
2100 NW 33rd Street • Pompano Beach, FL 33069
800-432-4302 • www.aquaticsystems.com



Aquatic Systems, Inc. a SOLitude Lake Management Company
Lake and Wetland Management Services

August 9, 2019

Mr. Bryan Radcliff, District Manager
Mira Lago West CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

VIA EMAIL: bradcliff@rizzetta.com

Dear Bryan:

As requested, please find enclosed our Midge fly and Sportfish quotations for sites #4 and #7 at **Mira Lago West CDD**.

This is a limited management program and does not guarantee Midge Fly management of existing adults.

Kindly sign the contracts and return to us as soon as possible, so we may schedule your programs.

If you have any questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

Sincerely,

Nicholas Viles
Business Development Consultant
NV/lms

cc: Josh McGarry, Regional Sales Manager
cc: Doug Agnew, General Manager/Senior Consultant
cc: Chris Cipollina, Account Representative / Biologist

Enclosure

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Bryan Radcliff, District Manager
Mira Lago West CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578
(813) 533-2950
bradcliff@rizzetta.com

Midge-Fly Services
#00628490

Three (3) Treatments

Month service is to be performed: _____

Date: August 9, 2019 JFM/NV-AO

Description of Services:

Midge Fly Treatments: Four (4) Treatments (approximately two weeks apart).

Sites: #4, Pond and #7, Lake (24.59 Acres)

Note: This is a limited management program and does not guarantee Midge Fly management of existing adults.

	Total	\$9,590.00
50% Deposit With Signed Contract		\$4,795.00
Balance Due Upon Completion		\$4,795.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.
2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.
3. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
4. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
5. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.

6. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
7. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
8. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

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Mr. Bryan Radcliff, District Manager
Mira Lago West CDD
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578
(813) 533-2950
bradcliff@rizzetta.com

Sport Fish Stocking

#00628490

Delivery: Based On Availability

Date: August 9, 2019 JFM/NV-AO

We are pleased to quote special pricing as follows:

Site	Quantity	Description	Size
4	2,000	BREAM	1 - 2 Inch
7	10,000	BREAM	1 - 2 Inch

Pricing of fish includes shipping, freight and introduction into waterway system.

Total Balance Due Upon Completion \$4,222.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.
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Customer or Authorized Agent Signature

Date

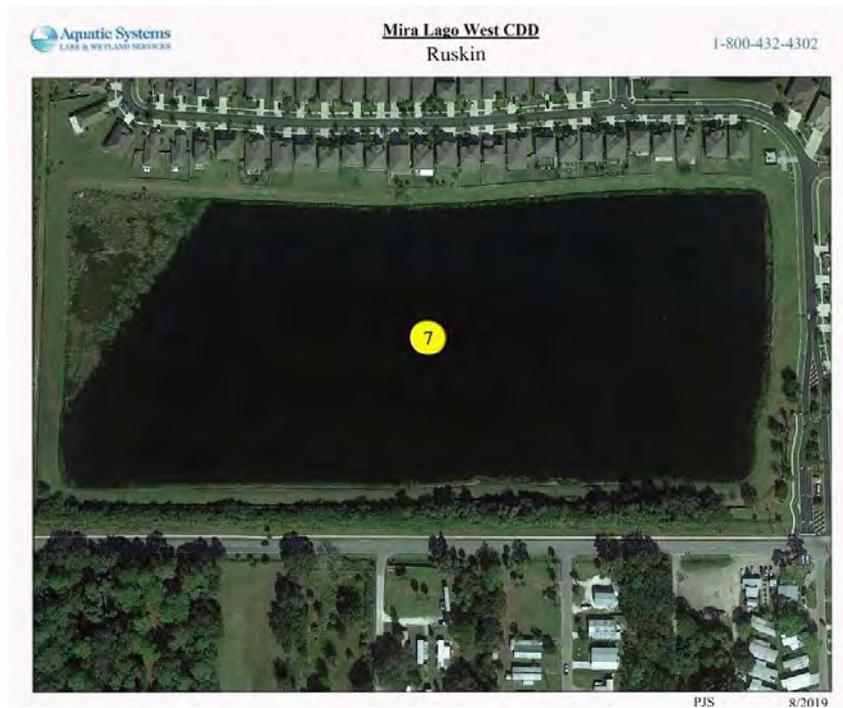
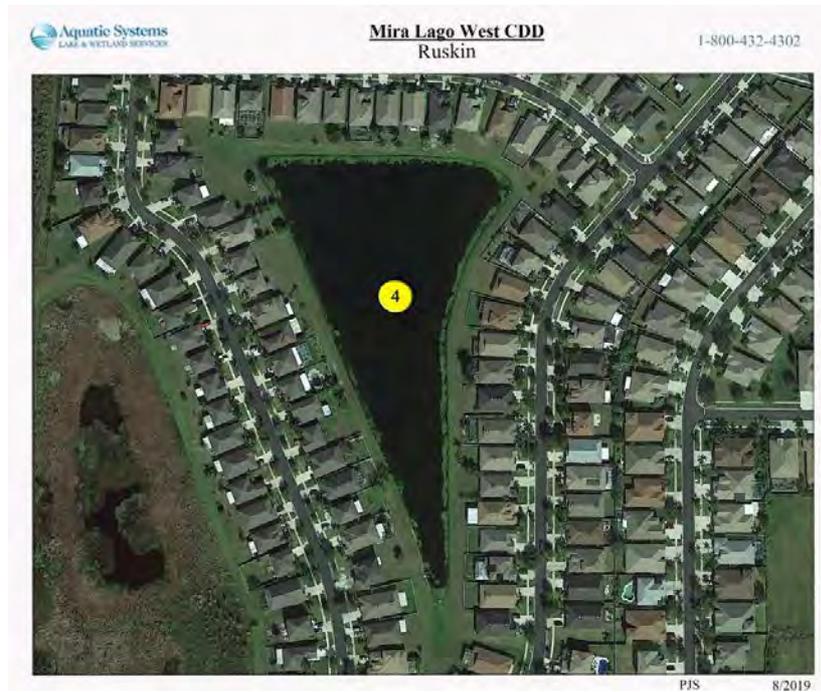
Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Site Map



FLORIDA'S AQUATIC MIDGE FLIES

IDENTIFICATION AND CONTROL

Order: Diptera

Family: Chironomidae

Genus & Species: 700+ Southeastern United States

Also called blind mosquitoes, these midge flies are insects often found swarming around lakes, ponds and waterways. They look like a mosquito but don't bite, sting, suck blood or transmit disease. Midges belong to a very large and diverse family of aquatic insects. Their egg, larvae and pupae stages occur in water. The flying adults emerge from the water surface in large numbers from our lakes, ponds wetlands.

Midge flies are ubiquitous throughout Florida, North America and the world. They successfully inhabit many different aquatic ecosystems including both neighborhood storm water drainage systems and large natural lakes where they serve as an important food source for other aquatic insects, amphibians, fish and birds.



MIDGE FLY LARVA

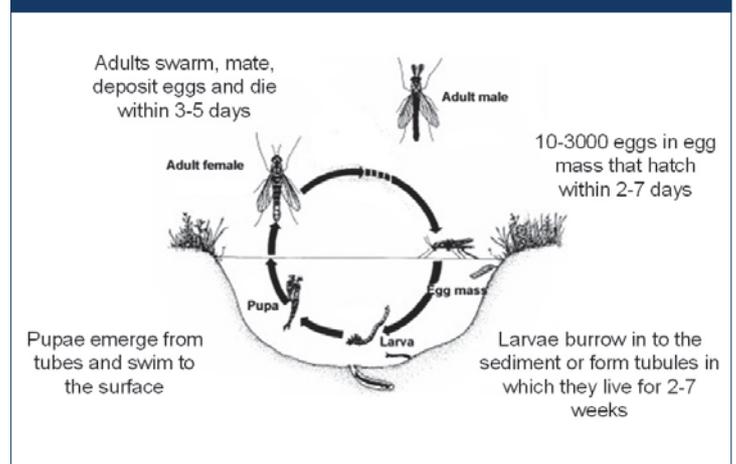


Many species of midge flies have red colored larvae, commonly called blood worms, that burrow into the bottom muck and feed on suspended organic particles and algae drifting by. One curious exception is the free-swimming predatory and transparent phantom midge whose diet includes larger zooplankton, other insect larvae and most any organism small enough for them to capture and eat. Florida phantom midges are less common than blood worms and are often found inhabiting deeper areas of lakes.

THE PROBLEM WITH MIDGE FLIES

Midge larvae have evolved to survive and prosper under difficult environmental conditions commonly occurring in many of our community lakes and ponds that have excessive nutrient loading, murky water, organic muck accumulation and low dissolved oxygen levels. These same water quality problems that favor midges also prevent midge predators such as fish and other aquatic insects from preying on them. This allows midges to form monocultures across a lake's bottom and reproduce in extremely large numbers often exceeding 4,000 larvae per square meter! Out-of-control midge larvae populations can become a terrible annoyance, inconvenience and even a health hazard to waterside residents when they metamorphose into adult flies.

MIDGE FLY LIFE CYCLE





Midge fly swarming occurs in Florida year-round but is strongest each spring and fall when adults emerge from the water surface at night in huge numbers. They can make outdoor activities unpleasant and are attracted to lights in houses, porches and street lamps where they land in large numbers blanketing, discoloring, staining and damaging the exterior surfaces of buildings, cars and businesses. A secondary phenomenon is the rapid increase in the local spider population reacting to the midge flies as a food source. Residents find their eaves, porches and windows covered in spider webs full of decaying midges and smelling like dead fish.

FIVE STEPS TO SAFELY AND SUSTAINABLY REDUCING MIDGE FLY POPULATIONS

Managing midge fly populations below nuisance levels requires a multidisciplinary approach to achieve successful long-term control.

1. Lake management efforts should be focused on improving water quality

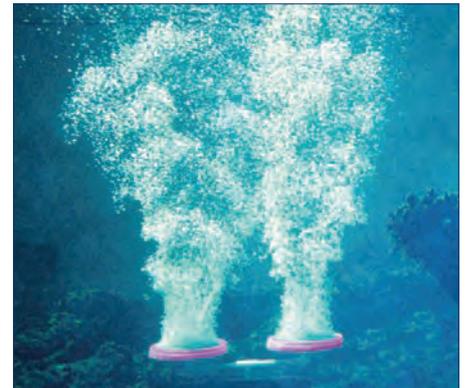
- Lowering phosphorus levels reduces recurring algae blooms that feed midge larvae
- Preventing or diverting watershed runoff lowers phosphorus, nitrogen and organic detritus
- Avoiding reclaimed wastewater discharges prevents phosphorus, nitrogen and ammonia problems
- Applying algacides reduces algae blooms, a major larvae food source

2. Install a bottom diffused aeration system

- Aeration raises dissolved oxygen thus accelerating the oxidation of decaying organic content – a key food source that filter feeding midge larvae rely on.
- Raising bottom oxygen levels above 3-4 PPM will allow predatory fish to reach and attack the larvae population hiding in the deeper bottom waters and sediments
- Higher oxygen levels help reduce phosphorus, nitrogen and algae growth improving the lake's overall water quality, clarity and beauty.

3. Manage your fisheries

- Survey your fisheries
- Maintain a predatory fish population that feeds on midge larvae
 - Stock the correct quantity of fish for your lake's midge species and density
 - Restock yearly to maintain abundant fish populations

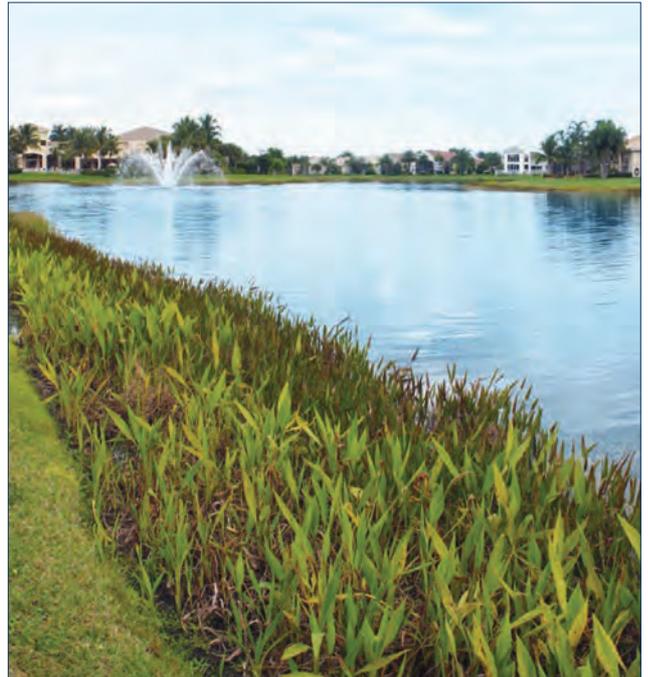


4. Apply biological larvicides

- Conduct a midge survey to determine locations, types and density of larvae
- Develop a treatment plan utilizing a series of timed applications to disrupt their reproduction cycle
- Employ biological products now available for midge control
 - Provide faster, longer lasting and less expensive control
 - Targets mosquito and midge fly larvae

5. Develop a healthy and diverse shoreline littoral habitat

- Native plantings provide cover and shelter to midge predators including fish, amphibians, birds and dragonfly nymphs and adults
- Many hardy attractive native flowering species to choose from including arrowhead, pickerelweed, canna lily and blue flag iris



SOME MIDGE FLIES ARE BENEFICIAL

A swarm of midge flies by your Florida lake, pond or waterway is a major nuisance, and it may seem like a good idea to be rid of them all. However, a healthy, balanced midge fly population below nuisance levels, is best for a waterway's overall fisheries and aquatic ecology. With a proven, proactive approach to larvae management, midge fly problems can be quickly and sustainably resolved.

DON'T LET MIDGE FLIES KEEP YOU INSIDE.

We're here to help you understand and resolve your midge fly problems today.

REFERENCES

- Lobinske, J and Cichra, E and Ali, A "Predation by Bluegill (*Lepomis macrochirus*) on Larval Chironomidae (Diptera) in Relation to Midge Standing Crop in Two Central Florida Lakes - Florida Entomologist 85(2):372-375. 2002
- J. L. Callahan and C. D. Morris "Survey of 13 Polk County, Florida Lakes for Mosquito (Diptera: Culicidae) and Midge (Diptera: Chironomidae) Production - The Florida Entomologist Vol. 70, No. 4, pp. 471-478, Dec. 1987
- Darold P. Batzer "Trophic Interactions Among Detritus, Benthic Midges, and Predatory Fish in a Freshwater Marsh" Ecological Society of America, Vol. 79, Issue 5, pp. 1688-1698, July 1998
- Kenneth T. Gioeli, R. Leroy Creswell, Jeffrey P. Gellermann, Edward A. Skvarch, and Philip G. Koehler "Managing Pestiferous Freshwater Aquatic Midge Emergences from Storm Water Retention Ponds" ENY-856, Entomology and Nematology Department, UF/IFAS Extension. October 2009.
- Hudson, Patrick L.; Lenat, David R.; Caldwell, Broughton A.; and Smith, David, "Chironomidae of the Southeastern United States: A Checklist of Species and Notes on Biology, Distribution, and Habitat" US Fish & Wildlife Publications. 173. 1990

Our Commitment to Responsible Lake Management

Aquatic Systems has been effectively managing Florida lakes, ponds, wetlands and uplands using targeted treatments based on scientific research for over 40 years. Headquartered in Pompano Beach and operating throughout the state of Florida, we are committed to the restoration and maintenance of naturally occurring freshwater lakes and ponds, man-made storm water/pollution retention ponds, wetlands and preserves.

Our Commitment to You

We believe that forming long-lasting partnerships with our customers is key to attaining beautiful, healthy waterways for all to enjoy.

You can expect us to:

- Respond to all calls within 48 hours, our average is 97% response in under a day
- Deliver detailed reports after every visit
- Be available for board or community meetings to give presentations or just answer questions
- Propose and promote methods that are better for the environment and more cost effective over time

Environmental Mission

We hire degreed biologists with the knowledge and experience to continuously assess and make recommendations based upon the conditions present each time they enter your property for service.

In addition to the tests we run for customers, our team of scientists engage in ongoing research to improve our lake management technology. Our goal is to find environmentally sound solutions that overcome this growing problem in the challenging Florida environment.

We use the observations of our service teams and the research from our labs to find and promote earth-friendly products and methods to treat both common and challenging water problems.

Your Personal Lake & Wetland Management Team



Doug Agnew

General Manager & Senior Consultant

B.S. in Environmental Studies, Richard Stockton College of New Jersey. 33 years' experience.



Josh McGarry

District Manager

A.A. Liberal Arts, University of Florida. 10 years' experience.



Matt Kramer

Regional Biologist & Project Manager

B.S. in Biology and Marine Science, University of Tampa. Five years' experience.



Sam Sardes

Weed Science Director, Certified Lake Professional

M.S. in Agronomy, University of Florida. Five years' experience.



Peter Simoes

Acct Rep - Regional Biologist

B.S. Environmental Studies, University of South Florida. Three years' experience.



Logan Bell

Acct Rep - Field Biologist

B.S. Candidate in Biology, University of South Florida. Five years' experience.



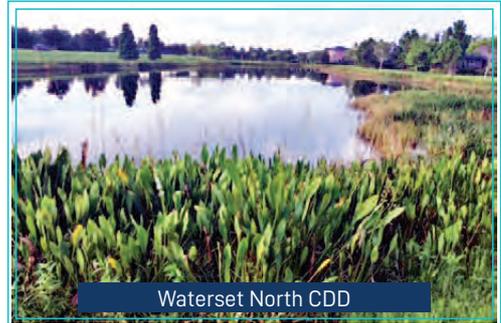
Jason Jaszak

Service Manager

A.A.S. Fishery Science, Hillsborough Community College. Eight years' experience.

Your Local Area Satisfied ASI Customers

11 field offices throughout the state to service our customers



Waterset North CDD

Community Development District

Fishhawk Ranch CDD
Magnolia Park CDD
Waterset North CDD



Summerfield Master Community

Home Owners Association

Southshore Falls HOA
Summerfield Master Community
Sun City Center West Master Association



Renaissance Country Club

Golf Course

Cypress Creek Golf Club
Renaissance Country Club
Summerfield Crossing Golf Course



Southshore Falls

Retirement Communities

Southshore Falls

Aquatic Management Programs

Working in Florida Waterways Since 1977

Our beautiful Florida environments! We work and live in them every day! Aquatic Systems restores and maintains ponds, lakes, wetlands and preserves. Our exceptional results stem from using balanced and ecologically-compatible technologies.



Algae and Aquatic Weed Control

- Treatments targeted to the specific algae or plant in each water body
- Ongoing research to determine the underlying causes of overgrowth
- Scheduled treatments with management reporting
- Degreed, state certified and licensed aquatic technicians



Wetland and Upland Mitigation Services

- Design, creation and restoration of natural areas
- Exotic plant control and removal
- Mitigation management and government reporting
- Compliance violation correction services
- State certified and licensed natural areas field technicians



Midge Fly and Mosquito Control

- Treatment for year-round control of nuisance organisms: swarming midge flies, mosquito larvae, leeches and more
- State licensed and insured in public health pest control



Aquatic Lab and Field Testing and Research

- Experienced field biologists for field testing
- In-house labs for water quality testing and algae identification
- Aquatic weed science research lab to find better treatments
- Bathymetric mapping
- Easy to understand reports
- Staff biologist available for your questions



Vertex Lake Aeration and Floating Fountains

- Sales, installation, service and repair by well-trained technicians of:
 - Bottom diffused aeration systems to improve overall water quality
 - Custom design/build of floating fountains up to 60 horsepower with spectacular display heights from 10' to 100'



Fisheries Management

- Triploid grass carp to help control aquatic weeds
- Redear and bluegill help control midge flies
- Sport fish including largemouth bass, catfish and bluegill

Assessment Services

Lake Water Quality Testing and Research Services

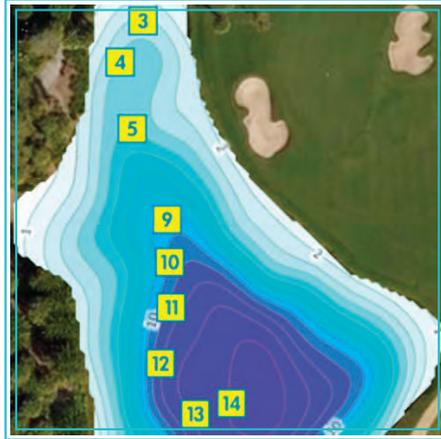
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and an aquatic biologist is available at our laboratory to answer all your questions.

The team, shown below, consists of the top professionals in lake science and experienced regional biologists who receive ongoing training to perform all tests to the highest standards.



FIELD ASSESSMENT SAMPLING

From identifying potential source points for excessive nutrients to oxygen and temperature levels; your assessments are performed by our highly trained field biologists.



BATHYMETRIC LAKE MAPPING

How deep is your lake? How thick is the vegetation? A 3-D map of the lake will help us treat the water more efficiently and/or specify the most effective aeration system.



WATER QUALITY LAB

Water is more than H₂O. It is comprised of a multitude of nutrients and particulates. Our lab scientists can perform over 30 specialized tests to determine your water's true chemistry.



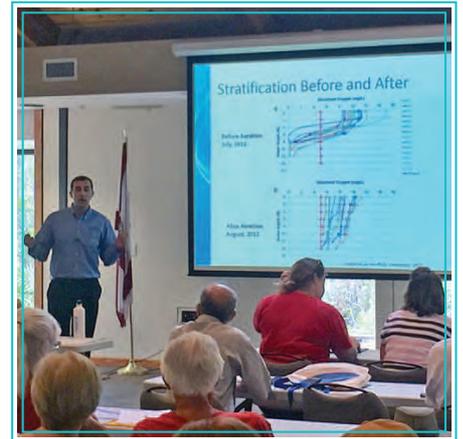
ALGAE IDENTIFICATION LAB

To treat the algae, it's important to know what type of algae you are having problems with. We can identify both the type of algae and whether or not it is toxic



AQUATIC PLANT AND ALGAE LAB

Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

Our experts are available for water resource management presentations, or to just answer questions at your meetings. Continuing Education Units (CEUs) are also available.

Tab 3

SUBMERSED AERATION SYSTEM INSTALLATION CONTRACT

PROPERTY NAME: Mira Lago West CDD

CONTRACT DATE: August 15, 2019

SUBMITTED TO: Grant Phillips

SUBMITTED BY: Chris Byrne

SPECIFICATIONS: Site 7

Aerator Installation:

1. Contractor will install the following submersed air diffused aeration system:
 - 1 Vertex Large Lake 33HE SH XL5 Aeration System
Includes: Four ¾ HP Compressors (230V)
Pressure Relief Valve
Pressure Gauge
Air Filter / Muffler Assembly
GFCI protection breaker
Lockable / Weather Proof / Sound Reducing Cabinet
Sound Kit for Large Lake HE/Marine Systems
Cabinet mounting pad
Three (3) Cabinet Cooling Fans
Ten (10) Air Station Bottom Diffusers (Five Membrane / Self Cleaning)
Check Valves
8,550 ft. underwater self-weighted air delivery tubing
(½" ID / 1 ¼" OD)
2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

*For all single-phase units customer must provide suitable 208/240V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



General:

1. Contractor is a Vertex Distributor, certified by the manufacturer for sales, installation, service, and repair.
2. All electrical work performed as part of the above installation needs to be done in accordance with all state and local codes, by a person licensed to perform such work.
3. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
4. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
5. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
6. Contractor will maintain general liability and workman's compensation insurance.
7. While SŌLitude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SŌLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.
8. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
9. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SŌLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

Warranty:

1. Contractor warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. Contractor warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SŌLitude Lake Management[®] warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management[®] performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

CONTRACT PRICE: \$24,124.00 Plus applicable sales tax.

**Price includes freight charges. Contract is valid until December 31 of the calendar year in which it was written.*

PAYMENT TERMS:

1. A deposit of 50% of the contract price will be due upon approval of the contract.
2. The remaining 50% balance will be payable upon completion of the contract work. For any work completed or materials in storage on the customer's behalf at the end of each month, the contractor will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid.
3. Remit Payment To: 1320 Brookwood Drive, Suite H, Little Rock, AR 72202

APPROVED:

(Authorized Signature) Mira Lago West CDD

(Print Name and Title) _____ (Date)

SŌLitude Lake Management[®]



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Vertex Water Features

Lake Aeration Systems & Floating Fountains
Tel: (800)432-4302 / Fax (954)977-7877

Solitude Lake Management Mira Lago West CDD - Site 7

LL33 10XL5



Legend

Compressor Cabinet



XL5 AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



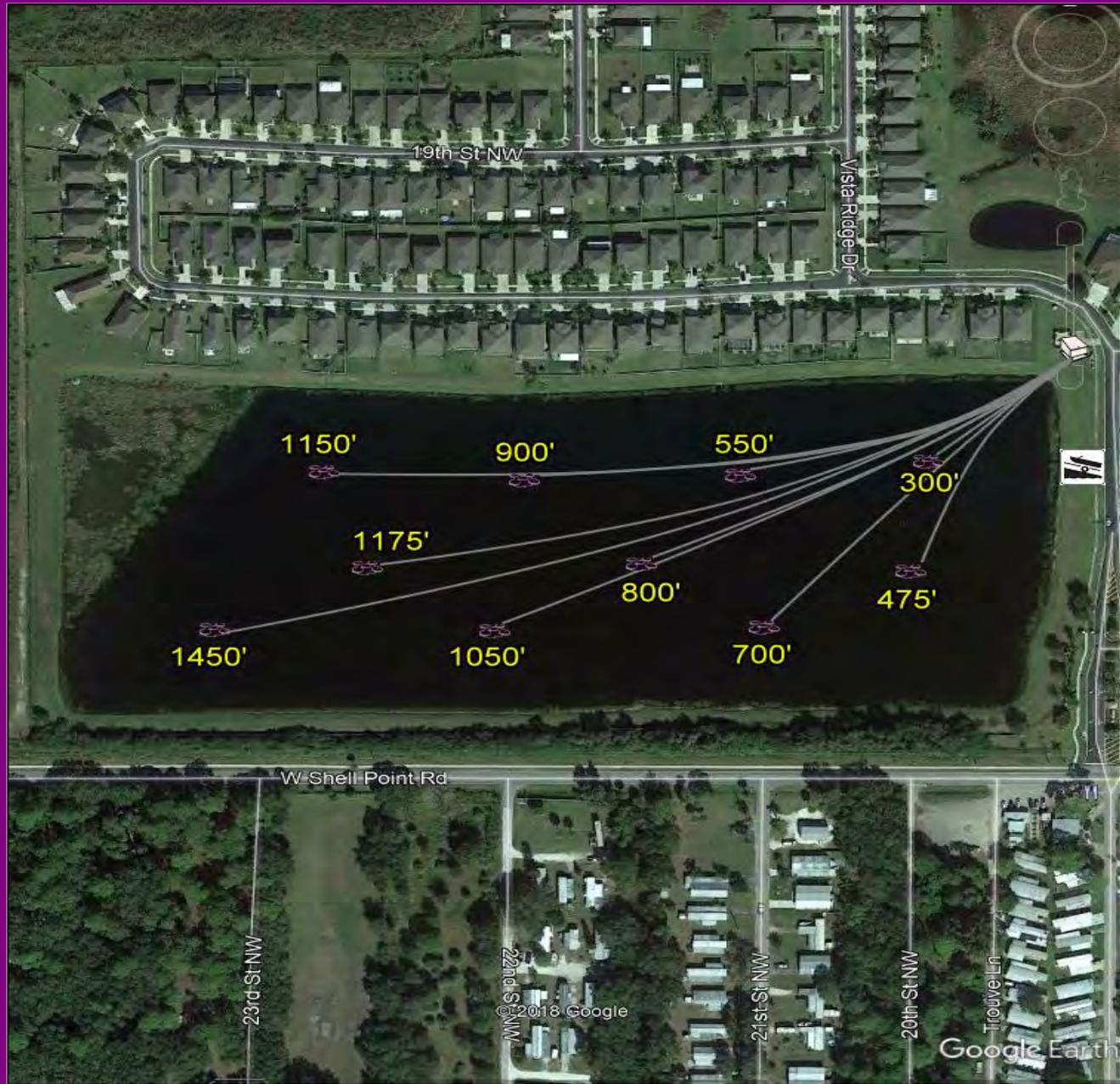
1" PVC Pipe

Site and System Specifications

Surface Acres:	20.6
Perimeter Feet:	4,139
Lake Volume, Gal.:	107,986,579
Total Acre Feet:	331

# of XL5 AirStations:	10
CFM / AirStation:	2.88
GPM / AirStation:	9,395
Daily Pumpage:	135,288,922
Turnovers/Day:	1.25
System PSI:	15.8

Date: 8/12/19



Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name: Solitude Lake Management
Contact Name: Chris Byrne
Site Name/Number: Mira Lago West CDD - Site 7
Date: August 12, 2019
Vertex Biologist: Tamerra Jones Hering

Surface Acres:	20.60
Perimeter Feet:	4,139
Slope Ratio Relative to 1	2.0
Average Center Depth:	17.5
Average Depth	16.1
Circulation Constraint Percentage	0.0
Total Acre Feet	331.4
Lake Volume (Gallons)	107,986,579
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	107,986,579
GPM / XL5 AirStation	9,395
Gallons Pumped / Day	135,288,922
System Working Pressure (PSI)	15.8
Air Delivery Per AirStation at Depth(CFM)	2.9
Number of XL5 AirStations Specified:	10
Complete Turnovers / Day	1.25

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All AirStations Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# of XL5 AirStations:	Recommended Number of XL5 AirStations For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

Tab 4

From: Bryan Radcliff
Sent: Tuesday, August 27, 2019 8:59 AM
To: Dan Jones <dan.jones@solitudelake.com>
Subject: RE: Mira Lage West - Fountain Relocation

Dan,

Thanks for getting back to me. I'll discuss your thoughts on the project with the Board at our next meeting and get back with you.

Thanks,
Bryan

From: Dan Jones <dan.jones@solitudelake.com>
Sent: Tuesday, August 27, 2019 6:58 AM
To: Bryan Radcliff <BRadcliff@rizzetta.com>
Subject: Re: Mira Lage West - Fountain Relocation

Hi Bryan,

My apologies,

My email never went through my outbox. I had looked into this and the pricing was through the roof. The cable alone was around \$5,625.00 not including splice kits and labor. The only other option i can think of is for you to have someone come out and provide a cost to move the electric service to the middle of the pond and we can keep all the existing cable the way it is and just move it over.

Dan Jones
Regional Manager
Aeration and Fountains

P: 888.480.5253 | **F:** 888.358.0088
www.solitudelakemanagement.com

[*Follow Us on Social Media*](#)

Tab 5

AGREEMENT FOR POND 8 EROSION IMPROVEMENTS

This Agreement For Pond 8 Erosion Improvements (the "Agreement") is entered into as of the 15th day of August, 2019, between the **MIRA LAGO WEST COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District") and **FINN OUTDOOR LLC**, a Florida limited liability company, whose mailing address is 1304 43rd Avenue Drive W., Palmetto, FL 34221 (the "**Contractor**").

WHEREAS, the Contractor is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide the public these services; and

WHEREAS, the District desires to have Contractor repair the eroded pond 8 banks as noted in the scope of work Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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

2. Scope of Work. The Contractor shall perform the work described in the attached Exhibit "A", which is incorporated herein (the "Work"). The Work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District, the District's Site Manager, and the District Engineer. The Contractor is responsible for ensuring that no private or public property is damaged during the Work. The District and any respective representatives, at all times, shall have access to the Work for any lawful purpose, including inspection.

3. Payment. The compensation for the Work is \$55,000.00. Contractor shall submit to the District a payment invoice for no more than 33% of the compensation after complete execution of this Agreement and issuance of the Notice to Proceed. Contractor shall submit a payment invoice for no more than 33% once rip rap is installed. Contractor shall submit a payment invoice for the remainder of the compensation after the Work is completed and approved. The District shall pay Contractor within thirty (30) days following the receipt of the payment invoices.

4. Warranty. The Contractor shall provide a warranty on all materials and labor for one year from the date that the Work is completed, as evidenced by the final payment invoice submitted to the District by the Contractor. The Contractor shall, at its own cost, correct any defects within 30 days after receipt of written notification by the District.

5. Risk of Loss. The District shall not take title and possession of materials before they are incorporated into the District's property, and the Contractor shall assume all risk of damage or loss until completion of the Work.

6. Term of this Agreement. The Contractor shall complete the Work by _____.

7. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

8. Responsibilities of the Contractor.

(a) The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the Work.

(b) The Contractor shall maintain throughout the term of this Agreement the following insurance:

(i) Worker's Compensation Insurance as required by Florida law.

(ii) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the Contractor's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(iii) Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Florida laws, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

(c) Prior to commencing the work, the Contractor shall add the District as an additional insured to its insurance policies. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

(d) The Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by the Contractor, including litigation or any appellate proceedings with respect thereto. The 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 or law. 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

(e) All permits and/or licenses necessary for the work to be performed under this Agreement shall be obtained and paid for by the Contractor.

9. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph.

10. Public Records. As required under Section 119.0701, Florida Statutes, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and 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 the information technology systems of the District.

11. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

12. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the 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.

13. Governing Law. This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.

14. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

15. Amendments. 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 the District and the Contractor.

16. 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.

17. Miscellaneous Provisions.

(a) To the extent that the terms described in the attachments conflict with the terms of this Agreement, the terms of this Agreement shall control.

(b) Contractor shall receive the District's written approval prior to subcontracting any part of the Work.

(c) The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder.

(d) In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

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

18. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement. In 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 any doubtful language will not be interpreted or construed against any party.

19. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. The terms of this Agreement supercede the Request for Proposal and any inconsistent provisions contained in Exhibit "A". This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

FINN OUTDOOR LLC,
a Florida limited liability company

**MIRA LAGO WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Finn Outdoor
1304 43rd Avenue Dr W
Palmetto, FL 34221 US
(813)957-6075
robb@finnoutdoor.com



Estimate

ADDRESS

Mira Lago West CDD
9428 Camden Field Parkway
Riverview, FL 33578

ESTIMATE # 1610

DATE 05/30/2019

EXPIRATION DATE 09/01/2019

ACTIVITY	QTY	RATE	AMOUNT
Erosion/Pond Bank Restoration Pond 8 - South bank restoration - approximately 800 l.f. - as described in the restoration plan created by JMT dated 4.15.19. . 6"-8" rip rap will be used at 1 cubic yard per 4 lineal feet to create a non-erodible toe of slope, using the combination of coconut mesh, filter fabric and sod to stabilize new pond bank , and the restoration will be done to match the existing restored pond bank to the west.	1	55,000.00	55,000.00

TOTAL

\$55,000.00

Accepted By

Accepted Date

Tab 6

**MIRA LAGO WEST CDD
ADA WEBSITE SERVICES PROPOSAL SUMMARY**

Services	ADASC	Campus Suites	VGlobal Tech	Services Description
New Website Creation (1)	\$2,400.00	\$2,325.00	\$5,250.00	Create ADA compliant website to WCAG 2.1 standards.
Rizzetta Development Assistance	\$750.00	\$750.00	\$750.00	Supply content and materials for website creation and verify Chapter 189 compliance.
Rizzetta Email Set-up	\$500.00	\$500.00	\$500.00	Set-up new emails and transfer over old folders and back up.
One Time Total:	\$3,650.00	\$3,575.00	\$6,500.00	
Quarterly Audits	Included	Included	\$1,600.00	Quarterly audits are required by CDD insurance carrier.
Monthly Audits & Maintenance	\$900.00	Included	\$300.00	Continued accessibility and ongoing compliance support plus 10 hours of additional support.
Annual Maintenance	Included	\$600.00	\$1,440.00	Assure ongoing ADA compliance of website.
Website Hosting & Backups	\$300.00	Included	\$600.00	Website hosting and backups.
PDF Remediation Per Page (2)	\$99.00	\$937.50	Included	
Rizzetta Websites Services	\$1,200.00	\$1,200.00	\$1,200.00	Purchase domain, maintain Chapter 189 compliance and work with and manage website vendor.
Rizzetta Email Services	\$900.00	\$900.00	\$900.00	Email (50 GB per user) at \$15.00 per month per account for 5 accounts.
Estimated Ongoing Annual Total:	\$3,399.00	\$3,637.50	\$6,040.00	
Estimated First Year Total*:	\$7,049.00	\$7,212.50	\$12,540.00	*Deduct \$900 for ADASC which waives the Monthly Audits & Maintenance for the first year.

NOTES:

(1). ADASC includes it in the price, VGlobal Tech includes 2 years of documents and Campus Suites up to 1,500 pages.

(2). VGlobal Tech is unlimited included in Annual Maintenance. ADASC is \$99 for two years unlimited. Campus Suites will convert up to 750 pages to PDF assessable documents after that \$1.05 to \$1.75 per page.

Mira Lago West

Website Compliance and Accessibility



A Sampling of Our Clients



Dear Mira Lago West CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for Mira Lago West.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request

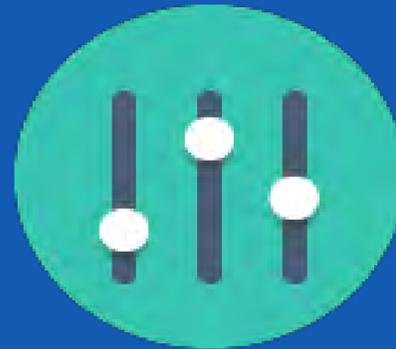


Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.



Sample Pages from a District's New, Compliant Website



Waterset Central CDD Welcome Links Documents Information Contacts

[CDD](#) [Election](#) [Finances](#) [HOA](#) [Meetings](#) [Questions](#)

[Services](#)

Search

Waterset Central

Community Development District

Welcome

Welcome to the official website for the Waterset Central Community Development District (the "District"). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 189.069 of the *Florida Statutes*, which requires each special district to maintain an official internet website. The second is an effort to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Waterset Central homeowner's association.

Upcoming Events

- October 11, 2018 Meeting Minutes
- November 8, 2018 Revised Final Agenda
- November 8, 2018 Final Agenda
- November 8, 2018 Tentative Agenda
- September 2018 Financial Statement
- August 9, 2018 Meeting Minutes
- October 11, 2018 Final Agenda
- October 11, 2018 Tentative Agenda
- August 2018 Financial Statement
- September 13, 2018 Tentative Agenda

District Administration

The District Manager's responsibilities include:

- Preparation and submittal of a proposed operations and maintenance budgets for Board review and action
- Preparation of contract specifications for District operations, including community appearance, waterway management, street lighting and facilities maintenance
- File all required forms and documents with state and local agencies
- Attend all Board of Supervisor meetings – implement the policies of the Board
- Additional duties as directed by the Board

Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, FL 33578
Joe Roethke
District Manager
Ph. 813-533-2950

ACCESSIBILITY POLICY

If you have a concern, please let us know. [Contact us here](#) to report your concern. Certain documents will be in PDF format.

Certain documents will be in PDF format. To view them you may have to [download](#) the latest version of Adobe Reader.

Waterset Central CDD Welcome Links Documents Information Contacts

[CDD](#) [Election](#) [Finances](#) [HOA](#) [Meetings](#) [Questions](#)

[Services](#)

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Community Development District Overview

The Waterset Central Community Development District ("District") is an independent local unit of, special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance 17-25, adopted of the Board of County Commissioners of Hillsborough County, Florida which became effective on October 11th, 2017.

The District currently encompasses approximately four hundred seven (406.567) acres of land located entirely within Hillsborough County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

Upcoming Events

- October 11, 2018 Meeting Minutes
- November 8, 2018 Revised Final Agenda
- November 8, 2018 Final Agenda
- November 8, 2018 Tentative Agenda
- September 2018 Financial Statement
- August 9, 2018 Meeting Minutes
- October 11, 2018 Final Agenda
- October 11, 2018 Tentative Agenda
- August 2018 Financial Statement
- September 13, 2018 Tentative Agenda

Creation of a New, Compliant & Accessible Website



\$2,400 (year 1) * Migration of current site content to new, ADA-compliant format

* Mira Lago West CDD owns 100% of the website

* No annual fee in year one

\$900 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* 20 FREE hours of annual consulting (a \$5,000 value)

* FREE monthly tech audit reports for ongoing maintenance (a \$999 value)

* Customized Accessibility Policy

* ADASC Compliance Shield

* No annual fee in year one

** the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*





PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
 - Virus protection
 - SSL certificate
 - Daily file and database backup
 - Disaster recovery
 - Server optimization
- the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*

Districts Choose ADASC For:

- * Turnkey solutions that provide unmatched convenience
- * Services that don't just meet, but exceed, insurance requirements
- * The most experienced team of experts in our field
- * Our single focus on digital accessibility and compliance
- * The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,400

PDFs: \$99

Hosting & Backup: \$300

Year One Cost: \$2,799



FREE for All Egis Clients

A \$5,999 Value

- * 20 FREE hours of annual website consulting (a \$5,000 value)
- * FREE monthly tech audit reports for ongoing compliance (a \$999 value)



A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S *SHARK TANK*



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information

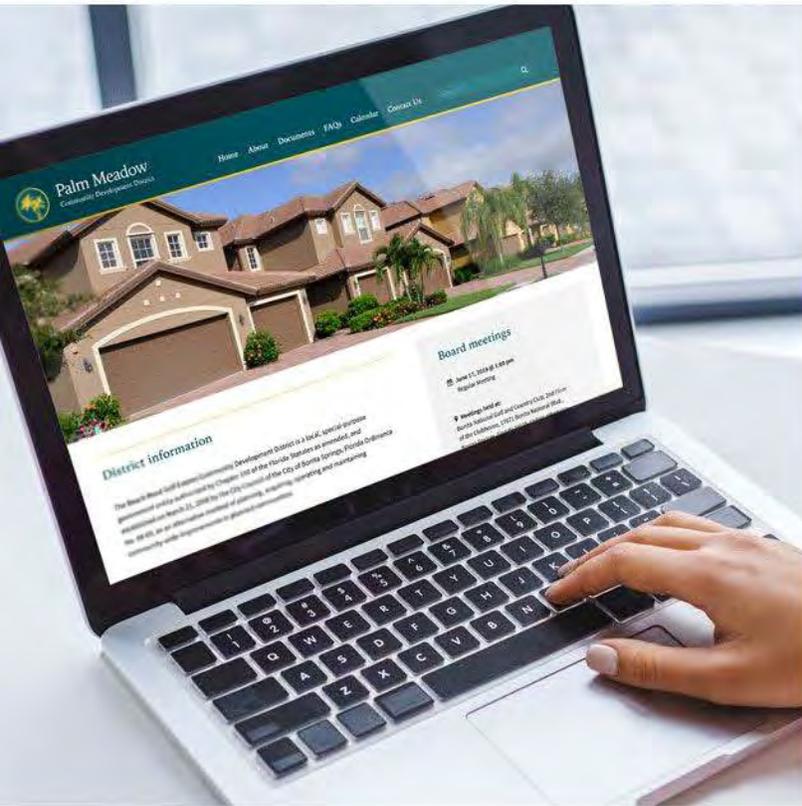


ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com



Keeping your community informed. And you compliant.

Mira Lago West Community Development District

Proposal date: 2019-07-08

Proposal ID: 7BA5H-VQ5MR-QNKVK-QAEIY

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Ted Saul

Director - Digital Communication

 *Certified Specialist*



Pricing

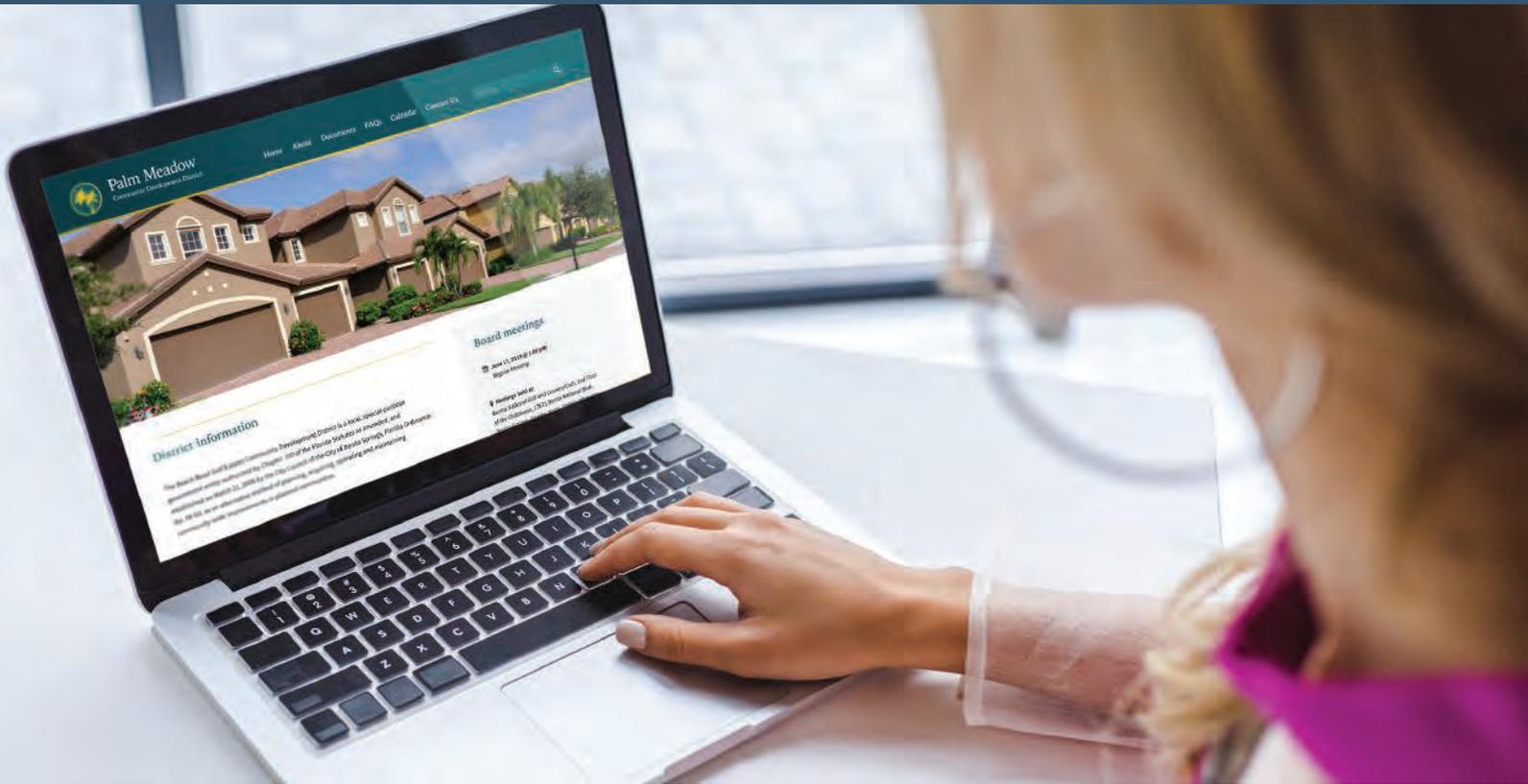
Effective date: 2019-07-15

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections	1	\$600.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$937.50
<hr/>		
Social Media Manager		Included

*Maximum PDF pages per 12 month period

Total: \$3,862.50





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

4. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-07-15, between the Mira Lago West Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto as Exhibit A.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,515.00 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. 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).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be

canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will 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. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney’s fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida’s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and 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 the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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 any doubtful language will not be interpreted or construed against any party.

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

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Mira Lago West
_____	_____
Steve Williams VP of Marketing	Print name
Date	Date

Proposal For Mira Lago West CDD

URL: <http://miralagowestcdd.org/>

Website Type: Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per email from Eric Dailey – content upload cost added	VB Joshi



Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required)



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.

Visit <https://vglobaltech.com/website-compliance/> for details.

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

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

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 day 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.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

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

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

Website Complexity: **Medium Level Websites**

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)
7.	Web Design Total: \$5250/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. 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). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.
2.	PDF Documents conversion (to Text, HTML etc) as needed (new documents during the maintenance year only) 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). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech’s software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<p>Total Monthly Maintenance with full content upload, document conversion and Hosting: \$300 / month</p> <p>*support beyond 8 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>

3.3 Quarterly Technical and Human Audit

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

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:

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!**

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.

Cost for Audit: \$400 / per audit

- Can be paid yearly for all 4 audits (\$1600) or can be paid per audit every quarter \$400
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

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.

4.0 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.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

Option1: Website only

Section 3.1: One time (website conversion and compliance cost):

Option2: Website and Monthly Maintenance w/ Hosting

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

Option3: Website and Quarterly Audits

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.3 Quarterly Technical and Human Audit Testing

Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

+

Section 3.3 Quarterly Technical and Human Audit Testing

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

5.0 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/>

