



**PAL-MAR  
WATER CONTROL DISTRICT**

**REGULAR BOARD MEETING  
OCTOBER 5, 2023  
9:30 A.M.**

**Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410**

**[www.palmarwcd.org](http://www.palmarwcd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile**

**AGENDA**  
**PAL MAR WATER CONTROL DISTRICT**  
Martin County Commission Chambers' Administrative Center  
2401 SE Monterey Road  
Stuart, Florida 34996  
**REGULAR BOARD MEETING**  
October 5, 2023  
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions, Deletions, or Modifications to Agenda
- E. Approval of Minutes
  - 1. September 7, 2023 Regular Board Meeting.....Page 3
- F. Old Business
  - 1. Discussion on Potential Extensive Survey of District Easements and Right-of-Ways
- G. New Business
  - 1. Consider Resolution No. 2023-03 – Adopting a Fiscal Year 2022/2023 Amended Budget.....Page 9
  - 2. Consider Approval of Torcivia, Donlon, Goddeau & Rubin, P.A. Contract for District Attorney.....Page 12
- H. Status Report
  - 1. Legal – Status Report
  - 2. Engineer – Status Report
  - 3. District Manager - Status Report
  - 4. Field Maintenance – Status Report
  - 5. MCSO – Status Report
- I. Administrative Matters
  - 1. Financial Report.....Page 18
  - 2. Consider Invoices.....Page 19
- J. Landowner Items
- K. Comments from the Public for Items Not on the Agenda
- L. Board Member Comments
- M. Adjourn

Publication Date  
2023-09-25

Subcategory  
Miscellaneous Notices

PAL MAR WATER CONTROL DISTRICT  
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Pal Mar Water Control District will hold Regular Meetings at 9:30 a.m. in the Martin County Commission Chambers, Administrative Center, located at 2401 SE Monterey Road, Stuart, Florida 34996, (\*\*unless otherwise noted\*\*) on the following dates:

October 5, 2023

November 2, 2023

December 7, 2023

January 4, 2024

February 1, 2024

March 7, 2024

April 4, 2024

May 2, 2024

\*\*June 6, 2024\*\*

August 1, 2024

September 5, 2024

\*\*The June 6, 2024, Regular Meeting will take place at 10:00 a.m. in the Martin County Commission Chambers, Administrative Center, located at 2401 SE Monterey Road, Stuart, Florida 34996 and will also include the Landowners Meeting.\*\*

The purpose of the meetings is to conduct any all business coming before the Board. Copies of the Agenda for any of the meetings may be obtained from the Districts website or by contacting the District Manager at (561) 630-4922 and/or toll free 1-877-737-4922.

From time to time one or more Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

PAL MAR WATER CONTROL DISTRICT

[www.palmarwcd.org](http://www.palmarwcd.org)

9301410 9/25/23

Publication Date  
2023-09-25

Subcategory  
Miscellaneous Notices

PAL MAR WATER CONTROL DISTRICT FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Pal Mar Water Control District will hold Regular Meetings at 9:30 a.m. in the Martin County Commission Chambers, Administrative Center, located at 2401 SE Monterey Road, Stuart, Florida 34996, (\*\*unless otherwise noted\*\*) on the following dates: October 5, 2023 November 2, 2023 December 7, 2023 January 4, 2024 February 1, 2024 March 7, 2024 April 4, 2024 May 2, 2024 \*\*June 6, 2024\*\* August 1, 2024 September 5, 2024 \*\*The June 6, 2024, Regular Meeting will take place at 10:00 a.m. in the Martin County Commission Chambers, Administrative Center, located at 2401 SE Monterey Road, Stuart, Florida 34996 and will also include the Landowners' Meeting.\*\* The purpose of the meetings is to conduct any all business coming before the Board. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free 1-877-737-4922. From time to time one or more Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record. If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting. Meetings may be cancelled from time to time without advertised notice. PAL MAR WATER CONTROL DISTRICT [www.palmarwcd.org](http://www.palmarwcd.org) Pub: Sept 25, 2023 TCN5830588

PAL MAR WATER CONTROL DISTRICT  
REGULAR BOARD MEETING  
September 7, 2023

**A. CALL TO ORDER**

District Manager Michael McElligott called the September 7, 2023, Regular Board Meeting of the Pal Mar Water Control District to order at 9:33 a.m. in the Martin County Commission Chambers, 2401 SE Monterey Road, Stuart, Florida 34996.

**B. PROOF OF PUBLICATION**

District Manager Michael McElligott offered Proof of Publication which showed that notice of the Regular Board Meeting had been published in *The Palm Beach Post* and in *The Stuart News* on 7/23/2023, as legally required.

**C. ESTABLISH QUORUM**

A quorum was established with the following attendees:

Commissioner Maria Marino	Present
Commissioner Sarah Heard	Present
George Stokus	Present
Kevin Cutting	Present
Lewis Lolmaugh	Present

Also, in attendance were staff members:

District Manager Michael McElligott	Special District Services, Inc
General Counsel Mary Viator	Caldwell & Pacetti, P.A.
District Engineer Bob Higgins	Higgins Engineering
Betsy Burden	Caldwell & Pacetti, P.A.

Also, in attendance were several landowners and members of the public.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Add a status report from the MCSO under the other status reports.

**E. APPROVAL OF MINUTES**

**1. July 13, 2023, Regular Board Meeting**

Commissioner Heard pointed out that under establishing a quorum, Commissioner Jenkins name should be replaced with Commissioner Heard's name. There being no other changes, the July 13, 2023, Regular Board Meeting minutes were approved as

PAL MAR WATER CONTROL DISTRICT  
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September 7, 2023

amended on a **motion** made by Commissioner Heard, seconded by Mr. Stokus. The **motion** carried **5-0**.

**F. OLD BUSINESS**

**1. Update on Conversation with FDOT & SFWMD Regarding Flooding Caused by Beeline Highway Project**

Mr. McElligott referred to the memo in the meeting materials from Mr. Higgins as requested by the Board at the last meeting. Mr. Higgins explained that SFWMD and FDOT still come to the conclusion that there is nothing wrong. Mr. Higgins did point out that as part of the construction FDOT did have to block things off for a 2 year period which could have contributed to the tree kill, but since construction was completed FDOT and SFWMD believe everything is operating properly now. Commissioner Marion stated that at this point we have done all we can do to research the initial issue that was brought to the Board attention.

**2. Update On Hourly Rate for Inspector / 1099 Maintenance Supervisor**

Mr. McElligott pointed out that they ended up with 3 proposals, which are in the meeting materials. Mr. McElligott broke down the comparison of normal hourly rate / special activity hourly rate between the 3 proposals as follows: Mr. Spears \$95/\$125, Mr. Beaton \$55/\$65, and Mr. Mansell \$65/\$65. The Board discussed the 3 proposals, and Commissioner Heard pointed out that Mr. Mansell had done the work before, and she thought he had done a good job.

After the discussion, Mr. Stokus made a **motion** to accept the proposal from Mr. Mansell to be the new Pal-Mar WCD Maintenance Supervisor, and to terminate the current contract with Lumberjack, subject to the 60 day termination clause. There was a second by Commissioner Heard, and the **motion** passed **3-2**, with Mr. Lolmaugh and Mr. Cutting dissenting.

**G. NEW BUSINESS**

**1. Discussion Regarding New District Attorney**

Mr. McElligott refreshed the Board that at the last meeting they terminated the current District Attorney contract with Caldwell & Pacetti, P.A., subject to the 60 day termination provision, and that the Board would discuss a potential replacement at today's meeting. Mr. McElligott pointed to the proposal in the meeting book from Torcivia, Donlon, Goddeau & Rubin, P.A. Mr. Stokus gave a brief review of his process of looking into qualified firms and he felt this firm was the best option for Pal-Mar WCD.

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Mr. McElligott pointed out that the current attorney's 60 days will end on September 12<sup>th</sup>, 2023, but that he has spoken with that firm, and they will continue to help him with the turnover of documents after that date if needed. After a discussion among the Board, there was a **motion** from Mr. Stokus, with a second from Commissioner Heard to hire the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A. to be the Pal-Mar WCD attorney. That **motion** passed **5-0**.

**2. Consider Televising District Board Meetings**

Mr. Stokus explained that he had received requests from the public to have the Pal-Mar WCD meetings recorded. Mr. McElligott pointed out the proposal in the meeting materials. There are 2 tiers of service that would be handled by Martin County. The main difference being that tier 2 provides for more dynamic camera and graphics work at a higher cost. Commissioner Heard asked if people would be able to pull past recordings under tier 1. The answer is yes. Mr. McElligott asked if he would be able to get a copy of the recordings for the District's records. The answer is yes, he just needs to bring a thumb drive to each meeting. After a brief discussion, there was a **motion** by Mr. Lolmaugh, with a second Commissioner Marino to approve the Tier 1 proposal for video recording future Pal-Mar WCD meetings. That **motion** passed **5-0**.

**3. Discussion Regarding Reviewing the District Website**

Mr. McElligott pulled up the Pal-Mar WCD Website and clicked through the various tabs so the Board could decide what changes might need to be made, including updating which old documents may no longer need to be on the site. During the process there were areas that need the language updated, i.e., where there was mention of CDD's, this should be changed to 298 districts, which Pal-Mar WCD is based on. There was mention of updating an old facilities report. Under maps and documents, it was noted that some of these items do not need to stay on the website. However, Mr. McElligott and the Board reiterated that any items removed from the website are still available from the District, that these items are not being permanently deleted, they are just not going to be on the website. At the conclusion of the exercise, Mr. McElligott had a list of changes he will work on updating.

**4. Update on Mr. Higgins Inspection of Potentially Blocked Culverts with Possible Ties to Flooding /Pine tree Killing**

This item was covered under Old Business # 1 and requires no additional action.

**5. Discussion on Potential Extensive Survey of District Right-of-Ways**

While there is no update on this item now, the Board asked that it remain on the agenda.

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**H. STATUS REPORTS**

**1. Legal – Status Report**

District attorney Mary Viator had nothing further for the Board.

**2. Engineer – Status Report**

Mr. Higgins discussed some map prints he had with him. After seeing the maps, Mr. Higgins was asked to bring additional copies for the Board members to a future meeting to be used during discussions on specific areas and locations.

**3. District Manager Report**

Mr. McElligott explained that he is in communication with the outgoing attorney to facilitate and document transfers.

**4. Field Maintenance Report**

Mr. Gazza asked for clarification on the action taken by the Board today. He stated that the Board began the 60 termination of Lumberjack as the maintenance contractor and hired a maintenance supervisor. But the maintenance supervisor does not do the actual maintenance, so who will be doing the maintenance after the 60 days are up for Lumberjack. Mr. McElligott explained that the Board, in previous meetings, has decided that they will be revisiting hiring a mowing contractor in January or February of 2024. As for other maintenance items, like cleaning or replacing damaged culverts, that will be handled on an as needed basis going forward and it will be the responsibility of the maintenance supervisor hired today to identify contractors for those jobs. Also, TJ will be involved in getting the mowing proposals for the Board to review in January. Mr. Lolmaugh asked Mr. Mansell how quickly he would be up and running. Mr. Mansell explained that it should only take a week or so to get the LLC reactivated and get his insurance in order.

**I. ADMINISTRATIVE MATTERS**

**1. Financial Report**

Mr. McElligott pointed out the financial report in the Board book. Mr. Cutting, being new to the Board had a few questions as it pertains to the assessments. Mr. McElligott explained the process of determining the per acre assessment and how it is applied. Mr. Cutting also asked about Units of Development which Mr. McElligott explained, noting



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the Pal-Mar WCD does not currently have any Units of Development created and approved by the Board.

**2. Consider Invoices**

There were a few questions about some of the invoices which Mr. McElligott was able to answer. The invoices were then approved, as presented, on a **motion** made by Mr. Stokus, seconded by Commissioner Heard, and the **motion** carried **5-0**.

**J. LANDOWNER ITEMS**

There were no landowner items.

**K. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public.

**L. BOARD MEMBER COMMENTS**

Mr. Lolmaugh wanted to thank Mary and Betsy for their service as the Pal-Mar WCD attorneys.

Mr. Cutting asked about the cost to do Water Control Plan updates and surveys. Mr. Higgins explained that it would greatly depend on the type of survey. It could be anywhere from \$5,000 to \$50,000. Mr. Higgins said since we left the survey item on the agenda, he would talk to a survey to see if he can get an estimate.

Mr. Cutting also asked about the term “public utility and benefit” that he came across and asked how that applied to Pal-Mar WCD. In his eyes this was like a mission statement that should be a guiding light, and specifically in the case of Pal-Mar WCD his thought was the public benefit would be to keep the water clean and not to drain or build. Commissioner Marino also commented from the Palm Beach County standpoint they are committed to getting Pal-Mar WCD moved up on the Florida Forever list which is like a type of natural area protection list. Palm Beach County is trying to play a role in that conservation by trying to buy land in Pal-Mar WCD for that purpose.

Commissioner Heard asked if we can get a regular MSCO status update today and on the future agendas. Mr. McElligott said he would add it, and Mr. Smith is present to update the Board now.

Officer Smith explained the additional activity out there due to being in berry picking season. He said as it relates to landowners out in Pal-Mar WCD, he feels the education

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REGULAR BOARD MEETING  
September 7, 2023

and information program has been working very well, and they have noticed people slowing down and staying off the works of the district more recently. As it pertains to gun fire, Officer Smith explained that as long as the person is legally allowed to own the firearm, and they are being safe, it is not illegal for them to use the firearms on their property. So far, MCSO has not encountered any illegal firearm activity out in Pal-Mar WCD as part of their new service. Mr. Cutting asked if there was anything else the Pal-Mar WCD Board needed to do to help the officers. Mr. Smith review again the particulars with trespassing law, and that due to the lack of marked property, or posted signs, trespass is a civil action that would need to be initiated by the landowner. MCSO can really only charge someone out there if they are actually damaging the works of the District.

**M. ADJOURNMENT**

There being no further business to come before the Board, at 11:17 am a **motion** to adjourn the meeting was made by Mr. Stokus, with a second by Commissioner Heard. The **motion** carried unanimously.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

**RESOLUTION NO. 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PAL-MAR WATER CONTROL DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET, PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Pal-Mar Water Control District (hereinafter the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an amended final fiscal year 2022/2023 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PAL-MAR WATER CONTROL DISTRICT, THAT:**

**Section 1.** The Amended Operating Fund and Debt Service Fund Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is hereby approved and adopted.

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

**PASSED, ADOPTED and EFFECTIVE** this 5<sup>th</sup> day of October, 2023

**ATTEST:**

**PAL-MAR  
WATER CONTROL DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Pal Mar  
Water Control District

**Amended Final Budget For  
Fiscal Year 2022/2023  
October 1, 2022 - September 30, 2023**

**AMENDED FINAL BUDGET**  
**PAL MAR WATER CONTROL DISTRICT**  
**FISCAL YEAR 2022/2023**  
**OCTOBER 1, 2022 - SEPTEMBER 30, 2023**

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
Carry Forward Surplus	0		
<b>REVENUES</b>			
O & M Assessments	195,638	1,905,164	1,905,164
Other Revenue (LO Funding Agreement)	12,000	3,000	3,000
Interest Income	360	36,045	35,945
<b>TOTAL REVENUES</b>	<b>\$ 207,998</b>	<b>\$ 1,944,209</b>	<b>\$ 1,944,109</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
Supervisor Fees	0	0	0
Payroll Taxes	0	0	0
Engineering	28,000	46,000	38,693
Management	36,000	36,000	36,000
Legal	60,000	60,000	42,058
Assessment Roll	5,000	5,000	5,000
Audit Fees	4,000	4,000	4,000
Insurance	8,300	6,291	6,291
Legal Advertising	2,100	4,500	3,822
Miscellaneous	10,000	7,500	3,366
Postage	2,000	1,400	1,368
Office Supplies	2,000	600	506
Website Management	1,500	1,500	1,500
Dues & Subscriptions	175	175	175
Contingency (Legal - Extraordinary)	5,500	1,721	1,721
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 164,575</b>	<b>\$ 174,687</b>	<b>\$ 144,500</b>
<b>MAINTENANCE EXPENDITURES</b>			
Maintenance Contract	0	12,000	12,000
Mowing	0	32,880	32,880
Maintenance Contingency	12,000	12,000	10,080
Miscellaneous Maintenance	19,684	15,000	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 31,684</b>	<b>\$ 71,880</b>	<b>\$ 54,960</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 196,259</b>	<b>\$ 246,567</b>	<b>\$ 199,460</b>
<b>EXCESS/(SHORTFALL)</b>	<b>\$ 11,739</b>	<b>\$ 1,697,642</b>	<b>\$ 1,744,649</b>
County Appraiser & Tax Collector Fee	(3,913)	(20,372)	(20,372)
Discounts For Early Payments	(7,826)	(1,081)	(1,081)
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 1,676,189</b>	<b>\$ 1,723,196</b>
<b>VARIANCE TO BUDGET</b>		<b>\$ 1,676,189</b>	

Fund Balance As Of 9/30/22
Projected FY 2022/2023 Activity
Projected Fund Balance As Of 9/30/23

\$284,875
\$1,676,189
\$1,961,064

## **AGREEMENT FOR LEGAL SERVICES**

This Agreement (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Pal Mar Water Control District**, a Special District, whose mailing address is 2501A Burns Road, Palm Beach Gardens, FL 33435 (“Pal Mar”) and **Torcivia, Donlon, Goddeau & Rubin, P.A.**, whose mailing address is 701 Northpoint Parkway, Ste. 209, West Palm Beach, FL 33407 (“Firm”).

In consideration of the mutual promises contained in this Agreement, Pal Mar and Firm agree as follows:

### **SECTION 1 – SCOPE OF SERVICES AND TERM**

1.1 Pal Mar engages the Firm to provide legal services as it’s District Attorney. Either Pal Mar or the Firm may terminate this Agreement at any time upon thirty (30) days written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

### **SECTION 2 – REMEDIES**

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

### **SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS**

3.1 **WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

### **SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to Pal Mar upon request.

### **SECTION 5 – SEVERABILITY**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

### **SECTION 6 - PUBLIC ENTITY CRIMES, DISCRIMINATION AND SCRUTINIZED COMPANIES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Firm certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.3 Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, Pal Mar may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

#### **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 Pal Mar and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

#### **SECTION 8 – WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party’s right to enforce or exercise said right(s) at any time thereafter.

#### **SECTION 9 – COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

#### **SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG**

10.1 This Agreement shall not become effective until approved by Pal Mar. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

#### **SECTION 11 – INDEPENDENT CONTRACTOR**

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm’s, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against Pal Mar for compensation of any kind under this Agreement. The relationship between Pal Mar and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

## SECTION 12 – COMPENSATION AND INVOICING

12.1 Pal Mar shall compensate the Firm on an hourly basis of \$300 per hour for legal services provided. Said fee shall be increased by 3% annually each year on October 1<sup>st</sup>, commencing on October 1, 2024. Paralegal services will be charged at \$100 per hour.

12.2 The Firm shall render monthly invoices to Pal Mar for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Pal Mar's receipt of the Firm's invoice.

12.3 All invoices must be submitted to Pal Mar Water Control District, 2501A Burns Road, Palm Beach Gardens, FL 33435 on a monthly basis. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Pal Mar does not accept grouping of activities or "block billing." Each task must be billed separately, and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by Pal Mar.

12.4 Pal Mar will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long-distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of twenty-five cents (.25) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) Pal Mar will not pay for local facsimile transmissions.
- (c) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (d) Pal Mar does not pay for local travel (Palm Beach or Martin Counties), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.
- (e) For all disbursements, Pal Mar requires copies of paid receipts, invoices, or other documentation acceptable to the Pal Mar Water Control District. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (f) Pal Mar will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, Pal Mar requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, Pal Mar will not pay for research that is routine in nature. Pal Mar will pay only for updating and Shepardizing existing research and/or fact specific research.



**SECTION 13 - INSURANCE**

13.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by Pal Mar and the Firm.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
<b>Professional liability/ Errors and Omissions</b>	\$1,000,000 per occurrence
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers’ Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)
<b>Cyber Liability</b>	\$1,000,000 per occurrence or claim \$2,000,000 aggregate

Proof of all insurance coverage shall be furnished to Pal Mar by way of an endorsement to same or certificate of insurance upon request by Pal Mar. Pal Mar shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

**SECTION 14 – PUBLIC RECORDS**

14.1 The Firm shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of Pal Mar as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by Pal Mar to perform the service.
- (b) Upon request from Pal Mar’s custodian of public records or designee, provide Pal Mar with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (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 for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Pal Mar.
- (d) Upon completion of this Agreement, transfer, at no cost, to Pal Mar all public records in possession of the Firm or keep and maintain public records required by Pal Mar to perform the service. If the Firm transfers all public records to Pal Mar upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to Pal Mar, upon request from Pal Mar's custodian of public records or designee, in a format that is compatible with the information technology systems of Pal Mar.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT PAL MAR WATER CONTROL DISTRICT, 2501A BURNS ROAD, PALM BEACH GARDENS, FL 33410.**

**SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to Pal Mar upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement;
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the Firm, shall be grounds for Pal Mar to order the Firm immediately terminate the contract with the subcontractor; and
- (g) Be aware that if Pal Mar terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by Pal Mar as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Legal Services to be executed as of the day and year set forth above.

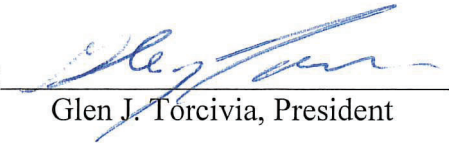
ATTESTS:

**PAL MAR WATER CONTROL  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant

By: \_\_\_\_\_  
Maria Marino, Chair

**TORCIVIA, DONLON, GODDEAU  
& RUBIN, P.A.**

By:   
Glen J. Torcivia, President

**Pal Mar Water Control District**  
**Budget vs. Actual**  
October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
363.100 · O & M Assessments	1,905,164.59	195,638.00	1,709,526.59	973.82%
363.830 · Assessment Fees	-20,319.09	-3,913.00	-16,406.09	519.27%
363.831 · Assessment Discounts	-1,133.60	-7,826.00	6,692.40	14.49%
369.400 · Other Income	0.00	12,000.00	-12,000.00	0.0%
369.401 · Interest Income	35,944.75	360.00	35,584.75	9,984.65%
369.402 · LO Funding Agreements	3,000.00	0.00	3,000.00	100.0%
<b>Total Income</b>	<u>1,922,656.65</u>	<u>196,259.00</u>	<u>1,726,397.65</u>	<u>979.65%</u>
<b>Gross Profit</b>	1,922,656.65	196,259.00	1,726,397.65	979.65%
<b>Expense</b>				
511.310 · Engineering	38,693.05	28,000.00	10,693.05	138.19%
511.311 · Management Fees	36,000.00	36,000.00	0.00	100.0%
511.315 · Legal Fees	42,058.25	60,000.00	-17,941.75	70.1%
511.318 · Assessment/Tax Roll	5,000.00	5,000.00	0.00	100.0%
511.320 · Audit Fees	4,000.00	4,000.00	0.00	100.0%
511.450 · Insurance	6,291.00	8,300.00	-2,009.00	75.8%
511.480 · Legal Advertisements	3,822.32	2,100.00	1,722.32	182.02%
511.512 · Miscellaneous	3,365.88	10,000.00	-6,634.12	33.66%
511.513 · Postage and Delivery	1,368.36	2,000.00	-631.64	68.42%
511.514 · Office Supplies	505.85	2,000.00	-1,494.15	25.29%
511.515 · Website Management Fee	1,500.00	1,500.00	0.00	100.0%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
512.305 · Maintenance Contract	12,000.00	12,000.00	0.00	100.0%
512.464 · Mowing	32,880.00	0.00	32,880.00	100.0%
512.466 · Maintenance Contingency	10,080.00	0.00	10,080.00	100.0%
512.467 · Miscellaneous Maintenance	0.00	19,684.00	-19,684.00	0.0%
512.468 · Contingency-Legal Extraordinary	1,720.50	5,500.00	-3,779.50	31.28%
<b>Total Expense</b>	<u>199,460.21</u>	<u>196,259.00</u>	<u>3,201.21</u>	<u>101.63%</u>
<b>Net Ordinary Income</b>	<u>1,723,196.44</u>	<u>0.00</u>	<u>1,723,196.44</u>	<u>100.0%</u>
<b>Net Income</b>	<u><u>1,723,196.44</u></u>	<u><u>0.00</u></u>	<u><u>1,723,196.44</u></u>	<u><u>100.0%</u></u>

Bank Balance As Of 9/30/23	\$ 1,970,379.89
Investment Acct Balance As Of 9/30/23	\$ 43,816.70
Accounts Payable As Of 9/30/23	\$ 9,125.00
Accounts Receivable As Of 9/30/23	\$ 3,000.00
<b>Total Fund Balance As Of 9/30/23</b>	<b>\$ 2,008,071.59</b>

**Pal Mar Water Control District**  
**Custom Transaction Detail Report**  
 August 25 through September 25, 2023

	Type	Date	Num	Name	Memo	Debit	Credit
<b>Legal Fees</b>							
<b>Caldwell Pacetti Edwards Schoech &amp; Viator</b>							
	Bill Pmt -Check	09/01/2023	1910	Caldwell Pacetti Edwards Schoech & Viator	Invoice #131079 Legal Services 06.23.23- 07.26.23	5,640.14	
Total Caldwell Pacetti Edwards Schoech & Viator						<u>5,640.14</u>	0.00
<b>Engineer Fees</b>							
<b>Higgins Engineering, Inc.</b>							
	Bill Pmt -Check	09/01/2023	1911	Higgins Engineering, Inc.		7,610.50	
Total Higgins Engineering, Inc.						<u>7,610.50</u>	0.00
<b>Management Fees</b>							
<b>Special District Services, Inc.</b>							
	Bill	08/31/2023	2023-0847	Special District Services, Inc.	Management Fees Aug 2023		3,469.57
	Bill Pmt -Check	09/01/2023	1914	Special District Services, Inc.	Management Fees Aug 2023	3,469.57	
Total Special District Services, Inc.						<u>3,469.57</u>	<u>3,469.57</u>
<b>Miscellaneous</b>							
<b>Lumberjack Land Management LLC</b>							
	Bill	08/27/2023	1040	Lumberjack Land Management LLC	Invoice #1040 Lawn Maintenance Aug 2023		1,000.00
	Bill Pmt -Check	09/01/2023	1912	Lumberjack Land Management LLC	Invoice #1040 Lawn Maintenance Aug 2023	1,000.00	
Total Lumberjack Land Management LLC						<u>1,000.00</u>	<u>1,000.00</u>
<b>Martin County Sheriff's Office</b>							
	Bill Pmt -Check	09/01/2023	1913	Martin County Sheriff's Office	Pal-Mar Detail 08.01-23 - 08.27.23	1,920.00	
Total Martin County Sheriff's Office						<u>1,920.00</u>	0.00
<b>TOTAL</b>						<u><u>19,640.21</u></u>	<u><u>4,469.57</u></u>