VENETIAN COMMUNITY DEVELOPMENT DISTRICT

District Office - 9530 Marketplace Road - Suite 206 - Ft. Myers, Florida 33912

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETING
DECEMBER 17, 2013
VENETIAN COMMUNITY
DEVELOPMENT DISTRICT AGENDA
December 17, 2013 at 9:30 a.m.

To be held at the Venetian River Club, 502 Veneto Boulevard, North Venice, Florida 34275.

District Board of Supervisors
Tom Jones
Jerry Jasper
Mike Craychee
Jim Shea
Barry Snyder
Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager
Molly Syvret
Rizzetta & Company, Inc.

District Counsel
Andrew Cohen
Persson & Cohen, P.A.

District Engineer
Rick Schappacher
Schappacher Engineering, LLC

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at 9:30 a.m. with the first section which is called Audience Comments. The Audience Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. If THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors’ discussion, motion and vote. The third section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. Agendas can be reviewed by contacting the Manager’s office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called Supervisor Requests and Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.
December 12, 2013

Board of Supervisors
Venetian Community
Development District

AGENDA

Dear Board Members:

The continued meeting of the Board of Supervisors of Venetian Community Development District will be held on Tuesday, December 17, 2013 at 9:30 a.m. at the Venetian River Club located at 502 Veneto Boulevard, North Venice, Florida 34275. The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. AUDIENCE COMMENTS
3. BUSINESS ADMINISTRATION
   None
4. BUSINESS ITEMS
   A. River Club Selection/Appointment of Advisory Committee Members Replacing Those Resigning or Declining to Serve A Second Term (Facilities Committee and Fitness Committee)
   B. Update Regarding Golf Course Boundaries Agreement
   C. Consideration of Addendum and Assignment of the Service Agreement Between Venetian Golf and River Club Master Association, Inc. and Victory Security Agency II, LLC. ............ Tab 1
5. STAFF REPORTS
   None
6. SUPERVISOR REQUESTS AND COMMENTS
7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,

Molly A. Syvret
District Manager

cc: Andrew Cohen, Persson & Cohen, P.A.
Tab 1
ADDENDUM AND ASSIGNMENT OF THE SERVICE AGREEMENT BETWEEN VENETIAN GOLF AND RIVER CLUB MASTER ASSOCIATION, INC. AND VICTORY SECURITY AGENCY II, LLC

THIS ADDENDUM AND ASSIGNMENT OF SERVICE AGREEMENT BY AND BETWEEN VENETIAN GOLF AND RIVER CLUB MASTER ASSOCIATION, INC. AND VICTORY SECURITY AGENCY II, LLC (the "Addendum"), is made and entered into effective as of the 1st day of January, 2014.

WHEREAS, the Venetian Community Development District ("District") is an independent special district established pursuant to Chapter 190, Fla. Stat., for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District previously entered into an agreement with the Venetian Golf & River Club Property Owners Association, Inc. a/k/a Venetian Golf and River Club Master Association, Inc. ("Association") to manage certain infrastructure of the District including the District’s gatehouse and related facilities; and

WHEREAS, the District has recently decided to terminate its agreement with the Association and take back management of certain infrastructure including the gatehouse and related facilities; and

WHEREAS, the Association has a service agreement with Victory Security Agency II, LLC ("Victory") dated October 1, 2011 to operate the District gatehouse and related facilities ("Service Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, due to the District’s plan to take back management of its facilities, the Association and Victory desire to assign the Service Agreement to the District and this Addendum supplements and modifies the Service Agreement; and

WHEREAS, the District, Victory, and the Association each have the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

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

1. The recitals stated above are true and correct and incorporated herein by reference.
2. All rights of the Association detailed in the Service Agreement between the Association and Victory are hereby assigned to the District. All references in the Service Agreement to “Customer” or “Client” shall now refer to the District. By signature below, the District accepts assignment of such rights and responsibilities and all parties hereto acknowledge and accept the validity of the Service Agreement as amended herein.

3. All other terms of the Service Agreement shall remain in full force and effect. In the event of conflict between the provisions of this Addendum and the Service Agreement, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum as of the day and year last written below.

VICTORY SECURITY AGENCY II, LLC

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

VENETIAN COMMUNITY DEVELOPMENT DISTRICT

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

VENETIAN GOLF & RIVER CLUB PROPERTY OWNERS ASSOCIATION, INC.

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
Victory Security Agency II, LLC

Service Agreement

This Agreement is made this 1 ______ day of October, 2011 ______, by and between Venetian Golf and River Club Master Association, Inc. hereinafter called the “Customer”, of 101 Veneto Blvd, Nokomis, FL 34275 ______ and Victory Security Agency II, LLC, hereinafter called “Victory”, of 11911 U.S. Highway 1 Suite 201-25 North Palm Beach, FL 33408.

Witnesseth:

Whereas, Victory is in the business of furnishing security guard services and the Customer desires to have Victory furnish security guard services to the Customer at the times and places hereinafter defined.

Now, therefore, it is agreed by and between the parties hereto as follows:

1. Victory agrees, pursuant to request of the Customer, to furnish guard service as shown in "Addendum A" needed by the Customer located at:

   Venetian Golf and River Club Master Association, Inc.

   101 Veneto Blvd, Nokomis, FL 34275

2. The total number of guards, their posts, and their hours per each site will be specifically defined in writing to Victory by the Customer. Prices are derived and based on the original proposed hours determined by the Customer and Victory reserves the right to cancel security services immediately if the Customer decreases the original scheduled hours to less than 8 hours per shift, or less than 40 hours per week.

3. During the term of this Agreement, the Customer agrees to use exclusively personnel of Victory, and Victory agrees to furnish such number of security guards as from time to time be required and defined by the Customer at the sites described in paragraph “1” above. Victory acknowledges that under special circumstances, the Customer may hire off-duty law enforcement officers to provide services outside the scope of this agreement.

4. Customer agrees that it will not employ, directly or indirectly, any person who has been an employee of Victory within one year (365 days) following the last date on which Victory employed such person. In the event of breach by the Customer of the provision of the Agreement, it shall pay to Victory the sum of Ten Thousand Dollars ($10,000.00) per person as liquidated damages.
5. For the services hereunder, the rates will be adjusted upon the renewal date of this agreement by mutual agreement between Victory and the Client. The adjusted rate, if any will be negotiated by Client and Victory directly.

6. For services herein furnished, the Customer will pay Victory the following rates plus all applicable sales, use/ and/or similar taxes:

Security Service:

A. See “Addendum A” for complete Officer hours and appropriate bill rates.
B. One and one-half times for overtime requested by and authorized by the Customer. Such hours may result from, though are not limited to, situations arising from emergencies or special assignments under which Victory must furnish additional hours, or short notice service. Short notice is defined as less than forty-eight (48) hours notification for additional Customer service.
C. The Customer will pay one and one-half times the rate per man hours worked on the following holidays: New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.
D. The Customer will pay one and one-half times the rate per man hours worked in the case of hazardous conditions, including but not limited to hazardous conditions arising from: Acts of God, Terrorist Attacks, or any other cause beyond the control of Victory. Notice for notification for such additional Customer service is defined as a period not less than at least forty-eight (48) hours.
E. Victory will invoice Customer weekly. Said invoices are payable to Victory by the Customer fifteen (15) days following the billing date. Any discrepancy must be brought to our attention within fifteen (15) days of receipt of statement. Upon nonpayment of any sum due Victory hereunder, Victory has the right to suspend any or all services without written notice to the Customer. Victory reserves the right to cancel security services immediately if the Customer fails to keep their account current. One invoice that is past the “net 15 days” due date could result in termination of security services.

7. All guards furnished hereunder shall be employees of Victory, an independent contractor and not employees of the Customer and Victory will pay all salaries and expenses of said guards and all Federal, State, and Social Security Taxes and Federal and State Unemployment Taxes and any similar taxes relating to such personnel of Victory.

8. Victory shall furnish all guards assigned hereunder to the Customer’s site with all appropriate equipment and uniforms.
9. Any and all property, equipment, supplies, apparatus, etc., furnished by Victory hereunder and placed at or on any of the sites described in paragraph “1” above, shall remain the property of Victory and Victory shall at all times during and after the term of this Agreement, have the sole and exclusive right to install, maintain, replace, and remove said property, equipment, supplies, and apparatus.

10. Victory agrees that the guard service furnished under this Agreement shall be performed by employees in conformity with practices current in the industry. Victory further agrees that the Customer shall have the right to reject for any reason whatsoever any guard assigned by Victory, and Victory shall as soon as possible thereafter provide a satisfactory replacement.

11. The guards furnished by Victory shall perform such services as agreed upon by Victory and the Customer. It is understood that the guard shall be, and remain an employee of Victory, and that Victory shall be responsible for the hiring, training, and supervision of all such employees. However, notwithstanding the foregoing, if the Customer alters any instructions or directions given to the guard by Victory, or if the Customer assumes any supervision of said guard, the Customer shall be solely liable for any and all consequences.

12. The conduct of all guards assigned hereunder shall be governed by policy and rules, which shall be agreed upon in writing by the Customer and Victory. General and special orders shall be issued in writing covering each post assignment, and such general and special orders shall be signed by both parties hereto and by reference be made a part of this Agreement. These orders and the policy may, from time to time, be revised and supplemented, provided it is done in writing and signed by both parties hereto.

13. Victory hereby represents and warrants that it has at present, in force, comprehensive insurance to the extent required by the appropriate statutes, and agrees on request to provide the Customer with Certificate of Insurance therefore.

14. It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this Agreement as to third parties not a signatory hereto.

15. It is understood and agreed by and between the parties that Victory is not an insurer, that insurance, if any, shall be obtained by the Customer; Victory is being paid hereunder for a guard system designed to deter certain risks of loss, including but not limited to theft, vandalism, fire, flood, etc., and that all amounts being charged hereunder by Victory are not sufficient to guarantee that no loss will occur. Victory makes no warranty or guarantee, including any implied warranty of merchantability of fitness, as to services provided or not provided will avert or prevent occurrences of losses there from which the service is designed to detect or avert. Customer expressly understands and agrees that Victory is not responsible for any loss that the Customer, its agents or assigns may incur.
16. The Customer acknowledges that the Customer alone has chosen the number of guards and type of service to be provided herein and that Victory has informed the Customer that additional guards and service are available from Victory at an additional cost to the Customer, and that the Customer has elected not to avail themselves of additional guards and services.

17. In the event of any increases of the minimum wage provided under State or Federal Wage and Hours Laws, while this Agreement is in effect, the parties agree that this Agreement will be reopened for negotiation at the request of Victory for the purpose of complying with the mandated increase in cost of services.

18. It is further agreed by and between Victory and the Customer that where a strike condition (or labor disturbance) may exist at the premises, or where an emergency situation might arise, that Victory may reopen this Agreement for the purpose of negotiating a higher rate for those overtime hours or emergency conditions.

19. It is expressly agreed and understood by and between the parties hereto that the laws of the State of Florida shall govern this Agreement, and the jurisdiction for any dispute between the parties shall lie in the Palm Beach County Courts.

20. It is agreed upon by the parties that this Agreement shall be in full force and effect for a period of one (1) year from and after the effective date of this Agreement. However, this Agreement can be terminated by either party on 30 days written notice supplied to the other party by Certified Mail, Return Receipt Requested, at the following addresses:

As to Victory:
Jason Jerabek, President
Victory Security Agency II, LLC
11911 U.S. Highway 1 Suite 201-25
North Palm Beach, FL 33408

As to Customer:
21. It is further agreed by and between Victory and the Customer that this Agreement is to be continued in full force and effect from term to term after the expiration of the term herein before set forth, unless a notice in writing to discontinue be sent to either party by certified United States mail, with return receipt, postage prepaid and addressed to the party hereto shown on this Agreement, at least thirty (30) days prior to the expiration of the term.

22. It is further agreed that if payment is not made as herein described, Victory may add a one point five (1.5%) surcharge per month to the amount of any unpaid invoice, and that the Customer shall be liable to Victory for all reasonable attorney fees Victory incurs to effect collection of any invoices unpaid in whole or in part, including any costs and attorney fees associated with paragraph “5” of this document which fees, costs, and interest are permitted by law.

23. The entire Agreement of the parties is expressed herein, and no verbal understandings, agreements, purchase orders, work orders or other documents shall alter, change, or modify the terms and provisions of this Agreement, unless in writing and signed by both parties hereto.

24. It is agreed by and between Victory and the Customer that if any terms or provisions of this Agreement shall be determined to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

The parties hereto have executed this Agreement as of the day and the year above written.

Victory Security Agency II, LLC

By: ____________________________
Title: __________________________
Date: ____________________________

Client

By: ____________________________
Title: __________________________
Date: ____________________________
"Addendum A"
Venetian
New Contract Bill Rates

<table>
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<tr>
<th>Position</th>
<th>Bill Rate</th>
<th>Weekly Hours</th>
<th>Weekly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>$15.00 / Hr</td>
<td>40</td>
<td>$600.00</td>
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<tr>
<td>Gate Officer</td>
<td>$14.00 / Hr</td>
<td>128</td>
<td>$1,792.00</td>
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<tr>
<td>Patrol Officer</td>
<td>$16.40 / Hr</td>
<td>168</td>
<td>$2,755.20</td>
</tr>
</tbody>
</table>

Weekly Total                                      $5,147.20
Weekly Tax (7%)                                    $360.30
Weekly Grand Total                                $5,507.50
Annual Total                                      $286,389.00