



**KEYS COVE II
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
SEPTEMBER 9, 2015
11:00 A.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 378
Miami Lakes, FL 33014

305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

Crexent Business Center
6625 Miami Lakes Drive
3rd Floor Conference Room
Miami Lakes, Florida 33014

REGULAR BOARD MEETING

September 9, 2015
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Resignation(s) and Appointment(s)
- E. Administer Oath of Office and Review Board Member Duties & Responsibilities
- F. Re-Election of Officers
 - Chairperson
 - Vice Chairperson
 - Secretary/Treasurer
 - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. June 10, 2015 Regular Meeting & Public Hearing.....Page 2
- J. Old Business
 - 1. Staff Report as Required
- K. New Business
 - 1. Consider Lawn & Landscape Maintenance Service Agreement – Fiscal Year 2015/2016.....Page 8
 - 2. Consider Security Services Agreement – Fiscal Year 2015/2016.....Page 21
 - 3. Discussion Regarding Conveyance of Improvements to District – Lighting & Landscaping
 - 4. Discussion Regarding Prepayment of Special Assessments Revenue Bonds, Series 2005
- L. Administrative & Operational Matters
 - 1. Discussion Regarding Community Entrance and Modifications to Accommodate Traffic
- M. Board Member & Staff Closing Comments
- N. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

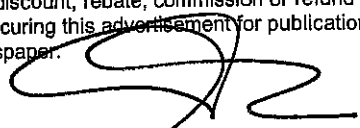
Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT - REVISED FISCAL YEAR 2014/2015 REGULAR MEETING SCHEDULE

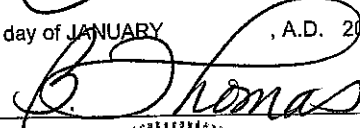
in the XXXX Court,
was published in said newspaper in the issues of

01/05/2015

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

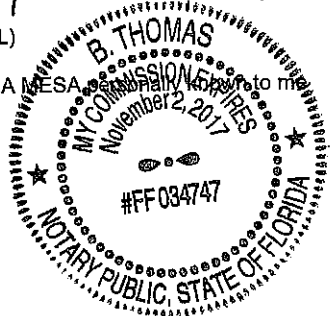


Sworn to and subscribed before me this
05 day of JANUARY, A.D. 2015



(SEAL)

MARIA MESA, Community Development



KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT REVISED FISCAL YEAR 2014/2015 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Keys Cove II Community Development District will hold Regular Meetings in the Crexent Business Center 3rd Floor Conference Room located at 6625 Miami Lakes Drive, 3rd Floor, Miami Lakes, Florida 33014 at 11:00 a.m. on the following dates:

- January 14, 2015
- February 11, 2015
- March 11, 2015
- April 8, 2015
- May 13, 2015
- June 10, 2015
- July 8, 2015
- September 9, 2015

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that the Supervisors may be fully informed of the discussions taking place. Said meeting(s) 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 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
15-4-53/2389294M

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KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2015

A. CALL TO ORDER

District Manager Neil Kalin called the June 10, 2015, Regular Board Meeting of the Keys Cove II Community Development District to order at 11:18 a.m. in the 3rd Floor Conference Room of the Crexent Business Center, 6625 Miami Lakes Drive, Miami Lakes, Florida 33014.

B. PROOF OF PUBLICATION

Mr. Kalin presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on January 5, 2015, as part of the District's REVISED Fiscal Year 2014/2015 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Kalin determined that the attendance of Chairman Christopher MacConnell, Vice Chairman Jesse Biegel and Supervisor Shannon Rico constituted a quorum and it was in order to proceed with the meeting

Staff in attendance: District Manager Neil Kalin of Special District Services, Inc.; and General Counsel Gerald Knight of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present were Ernesto Cuesta and Amaida Arbide of KW Property Management and Consulting, Miami, Florida.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Kalin requested the addition of a topic regarding Community Entrance and Emergency Service Vehicle Access under Administrative & Operational Matters. His request was acknowledged.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. April 8, 2015, Regular Board Meeting

Mr. Kalin presented the minutes of the April 8, 2015, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made Mr. Biegel, seconded by Mr. MacConnell and unanimously passed to approve the minutes of the April 8, 2015, Regular Board Meeting, as presented.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2015

Note 1) At approximately 11:21 a.m., Mr. Kalin recessed the Regular Board Meeting and simultaneously opened the Public Hearing for the purpose of receiving public comments on the fiscal year 2015/2016 final budget and assessments.

G. PUBLIC HEARING

1. Proof of Publication

Mr. Kalin presented proof of publication that notice of the Public Hearing had been published in the *Miami Daily Business Review* on May 22, 2015, and May 29, 2015, as legally required.

2. Receive Public Comment on the Fiscal Year 2015/2016 Final Budget & Assessments

Mr. Kalin opened the public comment portion of the Public Hearing to receive comments from the public on the fiscal year 2015/2016 final budget and non-ad valorem special assessments. There being no comments on the fiscal year 2015/2016 budget and assessments, Mr. Kalin closed the public comment portion of the Public Hearing.

3. Consider Resolution No. 2015-03 – Adopting a Fiscal Year 2015/2016 Final Budget

Mr. Kalin presented Resolution No. 2015-03, entitled:

RESOLUTION NO. 2015-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
APPROVING AND ADOPTING A FISCAL YEAR 2015/2016
FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL
ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Kalin read the title of the resolution into the record and stated that the resolution provides for approving and adopting the fiscal year 2015/2016 final budget and the non-ad valorem special assessment tax roll. A copy of the tax roll was made available at the meeting. The 2015/2016 budget was balanced by assigning \$28,120 of the September 30, 2015, year end projected fund balance. Since there were no increases to the overall assessments, letters to property owners were not required. A discussion ensued after which:

A **motion** was made by Mr. Biegel, seconded by Mr. MacConnell and unanimously passed to approve and adopt Resolution No. 2015-03, as presented; thereby setting the 2015/2016 final budget and non-ad valorem special assessment tax roll (Assessment Levy).

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2015

Note 2) At approximately 11:27 a.m., Mr. Kalin closed the Public Hearing and simultaneously reconvened the Regular Board Meeting.

H. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report required at this time.

I. NEW BUSINESS

1. Consider Resolution No. 2015-04 – Adopting a Fiscal Year 2015/2016 Meeting Schedule

Mr. Kalin presented Resolution No. 2015-04, entitled:

RESOLUTION NO. 2015-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2015/2016 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kalin provided an explanation regarding the purpose of the document. A discussion ensued after which:

A **motion** was made by Mr. Biegel, seconded by Mr. MacConnell and unanimously passed to approve and adopt Resolution No. 2015-04, *as presented*, thereby setting the 2015/2016 regular meeting schedule and authorizing the publication of the annual meeting schedule, as required by law.

2. Discussion Regarding Direct Payment to Specified Vendors Providing Services to HOAs

At the request of KW Property Management and Consulting (“KW”), Mr. Kalin initiated conversation on the current billing and payment process for the respective vendors providing lawn and landscape maintenance services and security services. Mr. Cuesta of KW stated that the current payment procedure creates a cash flow issue for the respective homeowner associations. In addition, Mr. Cuesta opined that there is overlap in the day-to-day oversight of the vendors and he recommended that the service contracts for all vendors who perform services related to the District be between the service provider and the District. Furthermore, Mr. Cuesta recommended that the District administer and oversee in the field the service providers who provide services to the District.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2015

Mr. Kalin stated that field management services were not considered in the adopted budget for the fiscal year 2015/2016. In addition, Mr. Kalin stated that in order to accommodate and take over administration of contracts and field oversight management responsibilities additional time would be incurred for the management team and would require compensation. Mr. Knight suggested that this matter be considered for the fiscal year 2016/2017 to give the management team sufficient time to budget for the added responsibilities. Mr. Cuesta was clear that he wanted the transfer of service provider contracts and the oversight of the contractors to take place effective October 1, 2015. A discussion ensued after which:

A **motion** was made by Mr. Biegel, seconded by Ms. Rico and unanimously passed to *amend*, as required (modify reimbursement to respective HOA for payment of lawn and landscape services and security services) the Maintenance Agreements between the District and the Palm Breeze Executive Townhomes Homeowners' Association, Inc. dated November 9, 2009; and the District and the Lakefront Luxury Homes Condominium Association, Inc. dated November 9, 2009 (collectively the "Agreements"); and further authorizes the assignment, as required, of service contracts and utility provider accounts for: lawn and landscape services, security services, water utility, phone utility and power utility. The *amended* Agreements will be executed and delivered to the parties, as required, upon the assignment to the District of the service contracts and utility accounts.

J. ADMINISTRATIVE & OPERATIONAL MATTERS
1. Financial Risk Management Policy Review/Update

Mr. Kalin informed the Board that as the District's Manager, Special District Services, Inc., in compliance with annual audit review practices, takes certain measures and implements procedures to identify and mitigate financial mismanagement/fraud risks throughout the 2014/2015 fiscal year, as follows:

- a. Each month the District's bank account is reconciled by someone who has not deposited funds to, or written checks from, the District's operating/checking account;
- b. Every operating account check requires two (2) signatures (stamp signatures) and neither signature may be from the preparer of the check;
- c. A member of the Board, typically the Chairperson, has an opportunity to review expenditures prior to the signed checks being released/mailed;
- d. Annually the District hires an independent firm to audit the District's financial activities for the respective fiscal year ending on September 30th; and
- e. Within sixty (60) days of the end of the respective fiscal year (September 30th) the District's Board of Supervisors reviews the prior year's budget relative to actual revenues and expenditures and approves/adopts an amended/revised budget.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2015

2. Discussion Regarding Holdover Board Members and Appointments

Mr. Kalin advised that the Board must continue to find qualified electors to serve on the Board. Ms. Rico stated that Mr. Travis Whipkey could be considered to serve on the Board of Supervisors. Mr. Whipkey will soon be a resident of the District, effective July 1, 2015, and he will obtain his voter registration card. A discussion ensued after which:

A **motion** was made by Mr. Biegel, seconded by Ms. Rico and unanimously passed to appoint Mr. Travis Whipkey to the vacant Seat #5, subject to his residency in the District and obtaining his qualified elector status.

3. Statement of Financial Interests – Disclosure – 2014 Form 1 Filing Deadline: July 1, 2015

The Board Members were reminded of the importance of mailing into the Supervisor of Elections' office in the County of residency, their completed individual 2014 Statement of Financial Interests Form 1 ("Form"). Mr. Biegel stated that he had received his form; however, Mr. MacConnell informed the District Manager that he had not yet received his form and that this was possibly due to his change of address. Mr. Kalin stated that he would send Mr. MacConnell the applicable form with mailing instructions. The deadline for submittal of the **2014 Form 1** is July 1, 2015.

4. ADD-ON ITEM

Mr. Kalin stated that he had received from a property owner a notice from the Miami-Dade Fire Rescue Department ("Fire Department") regarding emergency vehicle access to the community. The notice outlined three items that required corrective action. Mr. Kalin advised that he would work with the Fire Department to resolve the issues.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Kalin stated that unless an emergency were to arise the District/Board would not need to meet until October or November.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. MacConnell, seconded by Mr. Biegel and unanimously passed to adjourn the Regular Board Meeting at 12:47 p.m.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JUNE 10, 2015

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**LAWN AND LANDSCAPE MAINTENANCE SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between:

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated wholly within the City of Homestead, Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 (hereinafter the “District”),

and

SPRAYPRO, INC., a Florida corporation, whose principal place of business is 13131 S.W. 122 Avenue, Miami, Florida 33186 (hereinafter the “Contractor”).

RECITALS

WHEREAS, the District has a need to retain an independent contractor to provide lawn and landscape maintenance services for those certain lands within the District as identified in the Exhibit A, attached hereto and made a part hereof (“Service Area”);

WHEREAS, Contractor has submitted its proposal dated July 27, 2015, which proposal is attached hereto and made a part hereof as Exhibit B (the “Proposal”); and

WHEREAS, Contractor represents that it is qualified to serve as a lawn and landscape maintenance contractor and has agreed to provide to the District, and within the Service Area, those services identified in the Proposal and this Agreement, including, but not limited to, mowing, edging, bed maintenance, weeding of landscape beds, application of herbicides, shearing of shrubs and hedges, power clipping, blower use, and clean-up services (the “Lawn and Landscape Maintenance Services”).

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

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

Section 2. Duties. The duties, obligations and responsibilities of Contractor are described in the Agreement and in the Proposal. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Nothing in this Agreement shall be construed to obligate the District to purchase landscape or plant materials from Contractor or to require District to utilize Contractor to perform landscape and plant installation or trimming.

Section 3. Compensation. In exchange for providing the Lawn and Landscape Maintenance Services, District, upon receipt of service invoicing from Contractor, shall make

monthly payments to Contractor in accordance with the respective service/unit pricing described in the Proposal and in accordance with the Annual Schedule of Lawn & Landscape Service, which schedule is attached hereto and made a part hereof as Exhibit C (the "Schedule"). Contractor shall invoice District on or before the 10th of the month following service(s) and payment by District to Contractor shall be made on or before thirty (30) days from invoice date. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, and shall not exceed the rates and unit prices set forth on Contractor's Proposal. It is further provided that any additional compensation for additional duties shall not cause the total amount for landscape services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Any additional work shall be authorized in writing in the form of an amendment to this Agreement or a Work Authorization detailing the scope of additional work, the compensation to be paid by District to Contractor, and which indicates that the approved Work Authorization constitutes an amendment or addendum to this Agreement, the terms and conditions of which shall apply to the Work Authorization. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices will be paid in accordance with the Florida Prompt Payment Act. It is understood and agreed that Contractor shall not be entitled to any additional compensation for which Contractor has already been compensated for in connection with the provision of Lawn and Landscape Maintenance Services performed prior to the execution of this Agreement by the parties.

Section 4. Contractor's Acceptance of Conditions and Specifications. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Lawn and Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions. Contractor further understands and agrees that the Lawn and Landscape Maintenance Services and the requirements and obligations thereof are hereby incorporated into and made a part of this Agreement by reference.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Lawn and Landscape Maintenance Services, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Lawn and Landscape Maintenance Services.

Section 6. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, their respective directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. If a claim is litigated and names District as a party defendant, the District shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 7. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 8. Site Manager. The foreman or principal for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Lawn and Landscape Maintenance Services and upon each occurrence of the performance of the Lawn and Landscape Maintenance Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Lawn and Landscape Maintenance Services. The Contractor will notify the District Manager by the first of every month of the maintenance schedule for the subsequent month.

Section 9. Term. This Agreement shall commence on October 1, 2015 and continue until September 30, 2016 (12 months), unless sooner terminated as provided herein. The Agreement shall thereafter automatically be extended under the same terms and conditions for additional periods of one year (12 Months) each coinciding with the District's fiscal year (October 1st of respective year through September 30th of following respective year), unless otherwise terminated by either party as provided herein, and subject to the Contractor's acceptable level of performance and approved fiscal year funding by District.

Section 10. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 11. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 12. Assignment. Neither the District nor the Contractor may assign their respective rights, duties, or obligations under this Agreement or any monies to be come due hereunder without the prior written approval of the other party.

Section 13. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event this Agreement is terminated by either party, the Contractor shall bill the District, and receive payment for those Lawn and Landscape Maintenance Services provided prior to the date of termination.

Section 14. Insurance.

A. PRIOR TO ANY MAINTENANCE ACTIVITY UNDERTAKEN BY CONTRACTOR, CONTRACTOR SHALL SUBMIT TO THE DISTRICT COPIES OF CONTRACTOR'S REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE DISTRICT (DEFINED TO MEAN THE DISTRICT , ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES) ARE ADDITIONAL INSUREDS OR ADDITIONAL NAMED INSUREDS WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

B. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall

furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. Contractor shall not continue to complete the improvements required by this Agreement unless all required insurance remains in full force and effect.

C. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which includes the following coverages and minimum limits of liability.

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(c) Automobile Liability (Scheduled Auto) with minimum \$1,000,000 Combined Single Limit per occurrence.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the District's or the Contractor's interest or liabilities, but are merely minimum requirements established by this Agreement. District reserves the right to reasonably require other insurance coverages that District deems necessary depending upon the risk of loss and exposure to liability.

E Insurance companies selected must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company

authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the District or the Association for payment or assessments in any form on any policy of insurance.

I. The clauses, "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the District is named as an additional insured shall not be applicable to District. District shall provide written notice of occurrence within fifteen (15) working days of District actual notice of such an event.

J. Violation of the terms of this Section and its sub-parts shall constitute a breach of the Agreement, and District, in its sole discretion, may cancel the Agreement, and all rights, title and interest of the Contractor in this Agreement shall thereupon cease and terminate.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Keys Cove II Community Development District
C/o Special District Services Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro,
& Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

B. If to Contractor: SprayPro, Inc.
13131 S.W. 122 Avenue,
Miami, Florida 33186
Attn: Mark Jordan, President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day.

If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

Section 16. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 17. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 18. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 19. Sovereign Immunity. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's privileges, protections, immunities, and limitations on liability provided in Section 768.28, Florida Statutes, or other statutes or law.

Section 20. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law and the District's Record Retention Schedule.

Section 21. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 22. 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.

Section 23. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 24. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 26. No Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 27. Conflicts. To the extent that there is a direct conflict with respect to any provisions, terms, or conditions of the main body of the Agreement and Exhibit A, Exhibit B, or Exhibit C, the provision in the main body of the Agreement shall govern over Exhibit A, Exhibit B, and Exhibit C. In the event of a conflict between any of the provisions, terms, or conditions in the Exhibits, the order of precedent shall be Exhibit A (first), followed by Exhibit (B), and then Exhibit C.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson
Board of Supervisors

this ____ day of _____, 2015

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as Chairperson/Vice-Chairperson of the Board of Supervisors for **KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

Notary Public

Print Name
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as Secretary/Assistant Secretary for **KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

Notary Public

Print Name
Commission Expires: _____

WITNESSES:

SPRAYPRO, INC., a Florida corporation

Print name: _____

By: _____

Title: _____

Print name: _____

this ____ day of _____, 2015

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of **SPRAYPRO, INC.**, a Florida corporation. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

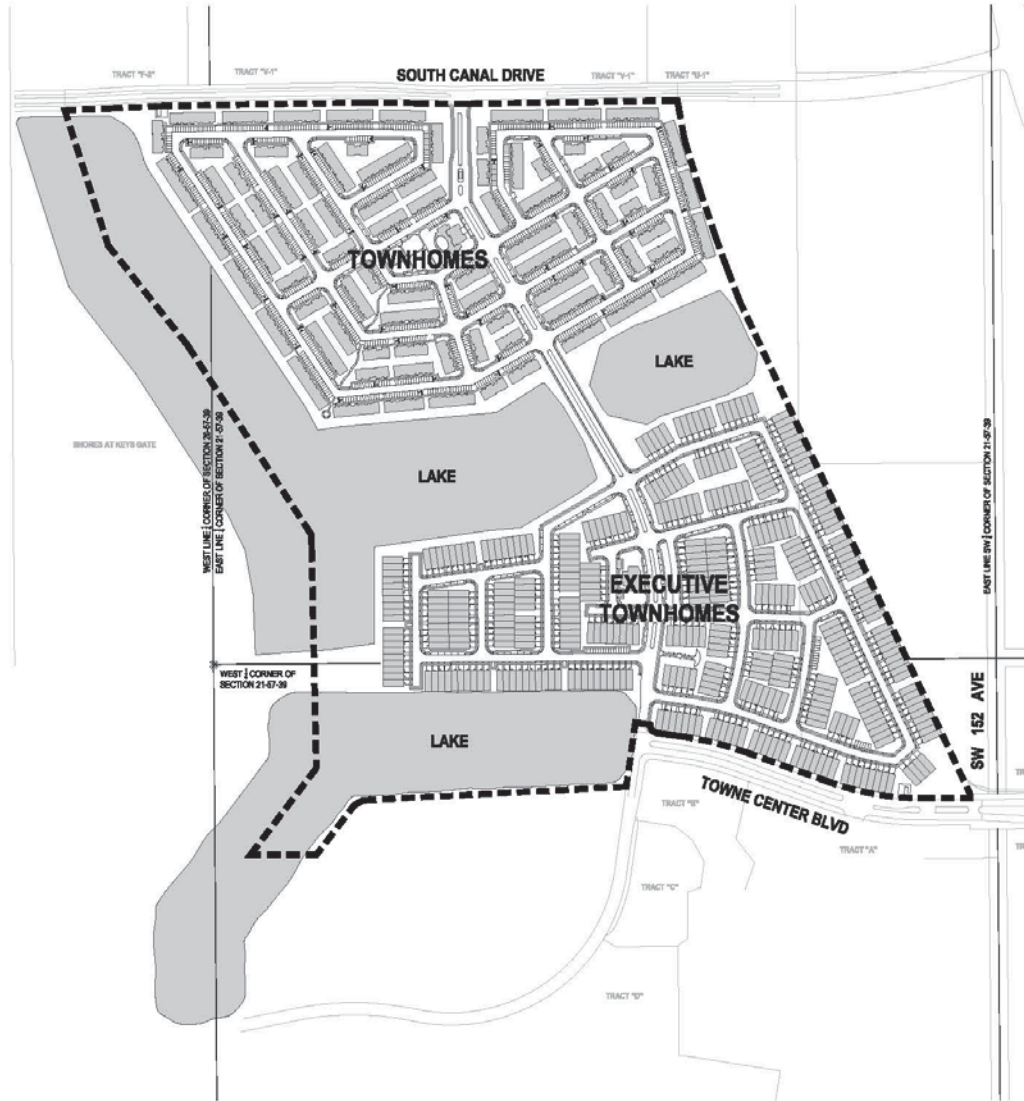
Print Name

Commission Expires: _____

EXHIBIT A

KEYS COVE II CDD BOUNDARY MAP

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT



LEGEND
- - - DISTRICT BOUNDARY

EXHIBIT B

PROPOSAL



**Lawn and Landscape Maintenance
Services
July 27, 2015**

Revised

Billing Information

Keys Cove II Community Development District
C/o Special District Services, Inc.
2501A Burns Road,
Palm Beach Gardens, FL 33410

**Service Information
Condominium Section
Homestead, Florida**

SprayPro's Lawn Maintenance Services are custom made to fit your needs. We put our expertise to work to provide three basic programs that should accommodate any customer in South Florida, and we have kept the ability to customize any other services desired!

Program: 29 Cuts per year

This program is for the customer who desires a solid maintenance program and can tolerate some seasonal growth. Our crews will mow all lawn area; edge beds, streets/driveways and walkways; air blow all paved areas and walkways; trim shrubs up to 7 feet tall and weed beds as needed. The following is a breakdown of seasonal visits:

<u>Program Services</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Mowing	2	2	2	2	2	3	3	3	3	3	2	2	29
Hard Edging	2	2	2	2	2	3	3	3	3	3	2	2	29
Bed Edging	2	2	2	2	2	3	3	3	3	3	2	2	29
Air Blowing	2	2	2	2	2	3	3	3	3	3	2	2	29
Monofilament Trim	2	2	2	2	2	3	3	3	3	3	2	2	29
Shrub Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Selective Pruning	0	0	0	0	0	0	0	0	0	0	0	1	1

****Perimeter hedges trimmed/serviced a minimum of 8 times per year and service will be part of scheduled mowing service – Interior hedges will be serviced once per month ****

Fertilization/Pest Control: 2 time program

This program provides a nutrition program for landscapes with moderate nutrient requirement and no significant nutrient deficiencies. Nutrition is provided with each comprehensive application. Plant pests and diseases are treated.

<u>SERVICE</u>	<u>Total Per Service</u>	<u>Annual Cost</u>
Maintenance (29 time program)	\$2,433.00	\$70,577.00
*Fertilization/Pest Control/All CDD Areas (2 time program)	\$1,669.50	\$3,338.00
*Palm Tree Fertilizer (2 time program split with Condos)	Billed on Service	\$1,750.00
Irrigation/wet check (8 time program)	\$290.00	\$2,320.00
Vacant lot (12 time program at 30%)	\$120.00	\$1,440.00
Annual Total		\$79,405.00

* Fertilizer & Pest Control Services will be billed after application has been performed

** Mulch as requested 1,400 bags @ 3.85 each bag = 5,390.00 or Blown in @ 108 cy @ 42.00 per cy = \$4,536.00

Customer Signature _____

Date _____

Mark Jordan
SprayPro Representative

7/16/15
Date

P.O. Box 163155 - Miami, Florida 33116-3155 - Dade (305) 256-9300 - Broward (954) 761-9200 - Fax (305) 256-1241



Lawn and Landscape Maintenance Services
July 27, 2015

Revised

Billing Information

Keys Cove II Community Development District
C/o Special District Services, Inc.
2501A Burns Road,
Palm Beach Gardens, FL 33410

Service Information
Townhomes Section
Homestead, Florida

SprayPro's Lawn Maintenance Services are custom made to fit your needs. We put our expertise to work to provide three basic programs that should accommodate any customer in South Florida, and we have kept the ability to customize any other services desired!

Program: 29 Cuts per year

This program is for the customer who desires a solid maintenance program and can tolerate some seasonal growth. Our crews will mow all lawn area; edge beds, streets/driveways and walkways; air blow all paved areas and walkways; trim shrubs up to 7 feet tall and weed beds as needed. The following is a breakdown of seasonal visits:

<u>Program Services</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Mowing	2	2	2	2	2	3	3	3	3	3	2	2	29
Hard Edging	2	2	2	2	2	3	3	3	3	3	2	2	29
Bed Edging	2	2	2	2	2	3	3	3	3	3	2	2	29
Air Blowing	2	2	2	2	2	3	3	3	3	3	2	2	29
Monofilament Trim	2	2	2	2	2	3	3	3	3	3	2	2	29
Shrub Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12
Selective Pruning	0	0	0	0	0	0	0	0	0	0	0	1	1

**Perimeter hedges trimmed/serviced a minimum of 8 times per year and service will be part of scheduled mowing service – Interior hedges will be serviced once per month **

Fertilization/Pest Control: 2 time program

This program provides a nutrition program for landscapes with moderate nutrient requirement and no significant nutrient deficiencies. Nutrition is provided with each comprehensive application. Plant pests and diseases are treated.

*** The fertilization has been moved from November to September ***

<u>SERVICE</u>	<u>Total Per Service</u>	<u>Annual Cost</u>
Maintenance (29 time program)	\$2,215.00	\$84,235.00
*Fertilization/Pest Control/All CDD Areas (2 time program)	\$1,575.00	\$3,150.00
*Palm Tree Fertilizer (2 time program split with Condos)	Billed on Service	\$1,750
Irrigation/wet check (8 time program)	\$290.00	\$2,320.00
Vacant lot (12 time program at 30%)	\$80.00	\$720.00
Annual Total		\$72,175.00

* Fertilizer & Pest Control Services will be billed after application has been performed

** Mulch as requested 1,610 bags @ 3.85 each bag = 6,198.50 or Blown in @ 125 cy @ 42.00 per cy = \$5,250.00

Customer Signature Date

Mark Jordan 7/16/15

SprayPro Representative Date

P.O. Box 163155 - Miami, Florida 33116-3155 - Dade (305) 256-9300 - Broward (954) 761-9200 - Fax (305) 256-1241

EXHIBIT C

ANNUAL SCHEDULE OF LAWN & LANDSCAPE SERVICES

<i>DESCRIPTION OF SERVICE</i>	<i>J</i>	<i>F</i>	<i>M</i>	<i>A</i>	<i>M</i>	<i>J</i>	<i>J</i>	<i>A</i>	<i>S</i>	<i>O</i>	<i>N</i>	<i>D</i>	<i>TOTAL</i>
MOWING	2	2	2	2	2	3	3	3	3	3	2	2	29
HARD EDGING	2	2	2	2	2	3	3	3	3	3	2	2	29
BED EDGING	2	2	2	2	2	3	3	3	3	3	2	2	29
AIR BLOWING	2	2	2	2	2	3	3	3	3	3	2	2	29
MONOFILAMENT TRIMMING	2	2	2	2	2	3	3	3	3	3	2	2	29
SHRUBBERY TRIMMING	1	1	1	1	1	1	1	1	1	1	1	1	12
(1)PLANT BED MTE - Hedges, Shrubbery & Fence lines - Manua & Herbicide	Plant Bed Maintenance Including Manual Weeding and Herbicide Weed Control will be Integrated into Mowing Service												
HEDGE TRIMMING - entrance & perimeter	Hedge Trimming Service a Minimum of Eight (8) times per year and this Service will be integrated with Mowing Service												
SELECTIVE PRUNING	0	0	0	0	0	0	0	0	0	0	0	1	1
*SHADE TREES as required	0	0	0	0	0	0	0	0	0	0	0	0	0
PESTICIDE TREATMENT-Lawn and Plants/Shrubbery	0	0	0	1	0	0	0	0	0	0	1	0	2
FERTILIZATION-Palm Trees	0	0	0	1	0	0	0	0	1	0	0	0	2
FERTILIZATION-Lawn	0	0	0	1	0	0	0	0	1	0	0	0	2
FERTILIZATION-Shrubs, Ground Cover & Hedge Material	0	0	0	1	0	0	0	0	0	0	1	0	2
**ANNUALS as Requested	0	0	0	0	0	0	0	0	0	0	0	0	0
IRRIGATION WET CHECK	1	1	1	1	1	0	0	0	0	1	1	1	8
MULCH as Requested, \$3.85 per bag	0	0	0	1	0	0	0	0	0	0	1	0	2
***EMPTY LOT MOWING (30%)	1	1	1	1	1	1	1	1	1	1	1	1	12

* Shade trees will be trimmed to allow for a seven (7) foot head clearance.

** Suggested recommendations for these services and are not included in the contract price.

*** District/CDD pays 30% of cost. Respective HOA's pay 70%.

NOTE (1) Plant Bed Maintenance Service will be integrated into the annual Mowing Service Schedule.

SECURITY SERVICES AGREEMENT

This **SECURITY SERVICES AGREEMENT** is made and entered into this ____ day of _____, 2015 (“Effective Date”), by and between:

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated wholly within the City of Homestead, Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 (hereinafter the “District”),

and

U.S. SECURITY ASSOCIATES, INC., a Delaware corporation authorized to do business in the State of Florida, whose principal office address is 200 Mansell Court East, Suite 500, Roswell, GA 33076 (hereinafter the “Contractor”).

Recitals

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, and Ordinance No. 05-133, enacted by the Board of County Commissioners of Miami-Dade County, Florida, and has been granted those security powers prescribed pursuant to Section 190.012(2)(d), Florida Statutes; and

WHEREAS, the District has a need to retain an independent contractor to provide security services for those certain lands and areas within the boundaries of the Keys Cove II residential development, as more particularly described in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Contractor has submitted its proposal, to provide Security Services, as defined below, to the District, said proposal, as supplemented, being attached hereto and incorporated herein as Exhibit B (collectively, the “Contractor’s Proposal”); and

WHEREAS, Contractor represents that it is qualified to serve as a security services contractor and has agreed to provide to the District those scope of services (the “Security Services”) identified in the Contractor’s Proposal and in the Agreement; and

WHEREAS, the District Board of Supervisors selected Contractor to provide Security Services to the District; and

WHEREAS, District desires to engage Contractor to provide Security Services, as hereinafter described and upon the terms and conditions set forth herein.

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

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

Section 2. Duties.

A. The duties, obligations and responsibilities of Contractor are more particularly described herein and in Contractor's Proposal (the work described therein being referred to as "Security Services"). Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Included as part of the Security Services, in addition to work set forth in the Proposal, to be provided by Contractor are the following:

1. Provide a visible presence at the main guardhouse at all times;
2. Supervise the entrance and exiting of residents, guests and the public;
3. Provide uniformed Security Services at the entrance gate for the community during the days and times as provided elsewhere in this Agreement or as modified in writing by the District Manager of the District;
4. In the event security personnel witness to a wrongdoing or crime, security personnel shall attempt to acquire and report names, addresses, and phone numbers from the offenders and witnesses without exposing himself or herself to possible harm;
5. Provide reports to the District on a monthly basis for each day/night worked detailing the activity of the officer and at the property during each shift, with such reports being in a format approved by the District and listing dates and times any security personnel are on site;
6. Upon request and as deemed necessary by the District, provide a representative at all regular meetings of the District's governing board at no additional cost or
7. Provide the Security Services as described herein and in Exhibit B and such other services as are standard in the industry.
8. Prepare post orders for review and acceptance by the District, which post orders shall be amended and updated from time to time by Contractor.
9. Provide those services customary in the industry for security services agreements associated with residential communities similar to Keys Cove II.

B. All personnel provided by Contractor pursuant to this Agreement shall perform the Security Services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals and in compliance with all state, local, and federal laws, rules, and ordinances.

C. The schedule, and any adjustments thereto, for providing Security Services shall be approved by the District Manager of the District. District may adjust the services and number of hours in which Security Services are to be provided under this Agreement. Any adjustments shall be implemented by Contractor within seventy-two (72) hours of Contractor receiving email or telephone notice from the District of such adjustments. District agrees to pay for special detail or extra duty in accordance with Exhibit B.

D. Contractor shall furnish all labor/personnel, uniforms, badges, equipment, materials, supplies, and supervision to satisfactorily perform the protection and security services in the manner and at the frequencies set forth below and in the post orders.

E. Hazardous Conditions: Report daily to District's representative potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, trip hazards and other potentially dangerous conditions.

F. Unauthorized Access: Report any suspicious activity and take appropriate action in response to persons gaining unauthorized access to the property.

G. Reports and Records: Prepare required orders, instructions and reports, including reports on accidents and fires, and maintain and make available all records in connection with the duties and responsibilities of this work.

H. Emergency Assistance: In the event of emergency or unusual occurrence, summon appropriate assistance such as the local fire departments and immediately notify District's representative or other persons.

I. Civil Disturbances: Perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit sabotage or other acts adversely affecting the security and/or safety of District, its employees, property and the general public lawfully in buildings or on the grounds under control of District.

J. Safety Rules and Regulations: As Required observe and enforce posted rules and regulations.

K. Change of Duties: District reserves the right to act through its representatives to amend, modify, and reissue policies and guidelines, post orders, and special orders. This will not require modification to the basic contract unless such changes increase or decrease the number of productive hours required.

L. Key Control: Receive, issue and account for all keys to the guard house, under their control.

Section 3. Compensation. District shall pay to the Contractor \$13.46 per hour worked (the "Standard Rate") for Security Services provided pursuant to this Agreement, for each security officer provided by the Contractor in accordance with this Agreement. The holiday rate shall be \$20.19 per hour worked. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The annual contract amount shall not exceed \$118,558.68 without the prior approval of the District's governing board. The District reserves the right to adjust the services and number of work hours authorized under this Agreement. District may request additional security officers at the Standard Rate by giving Contractor no less than 24 hours prior notice, by telephone, email, or in writing, to Contractor. District shall pay Contractor no more than the contractual hourly rate for each hour worked for special detail/extra duty work. Compensation shall be paid to Contractor on a monthly basis. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable on or before the 20th of the month following service. District, as a local government entity, is exempt from sales tax on this transaction.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the community upon which Contractor will perform Security Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Security Services, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Specifications.

Section 6. Indemnification. Contractor shall indemnify, hold harmless and defend District, its officers, employees and agents from and against all liability, claims, demands, and causes of action arising out of or in any way related to any loss, damage, injury, or loss or damage or property caused, directly or indirectly, by the acts, omissions, or negligence of Contractor, its employees, agents or officers.

Section 7. Insurance. Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to District of compliance with the following insurance requirements:

- A. Commercial General Liability Insurance and Errors and Omission Insurance
\$1,000,000 each occurrence, \$2,000,000 general aggregate
- B. Workers Compensation and Employers' Liability Insurance
\$1,000,000 each occurrence
- C. Automobile Liability Insurance
\$300,000 combined single limit, each occurrence (for any and all drivers performing services to the District)
- D. Excess/Umbrella Liability Insurance
\$1,000,000 each occurrence

Contractor shall pay for and maintain, at Contractor's expense, such insurance throughout the term and any extended terms of this Agreement.

Section 8. Independent Contractor. Neither the Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.

Section 9. Site Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Security Services and upon each occurrence of the performance of the Security Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Security Services. In addition to those requirements set forth in Contractor's Proposal, Contractor shall provide to District and shall regularly update on a bi-monthly basis the mobile telephone, office telephone, and e-mail contact information for the Field Supervisor, the Area Operations Manager, the Branch Manager, Manager, and on-site supervisory personnel.

Section 10. Term. The performance of Security Services under this Agreement shall commence on October 1, 2015 and continue until September 30, 2016 (12 months) and includes 8,736 hours of service (168 hours per week), unless sooner terminated in accordance with this agreement. The Agreement may be extended for two (2) additional twelve (12) month periods upon the agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors. Subsequent extensions shall be upon the mutual agreement of the parties.

Section 11. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 12. Employees.

A. In addition to those requirements for background investigations performed by Contractor in connection with Contractor's hiring practices as may be referenced in Contractor's Proposal, Contractor shall, with respect to each employee providing or proposed to provide services to the District, also perform Florida Department of Law Enforcement (FDLE) checks, Drivers License checks, and sexual offender/sexual predator checks. All employees of Contractor performing services at the community shall be citizens of the United States or aliens authorized to work in the United States and shall be written and conversational literate in the English language to the extent of reading, speaking and understanding printed regulations, written orders and instructions, training instructions, and be able to compose reports which convey complete information.

B. District agrees not to offer employment nor employ any Contractor employee during the employee's tenure with Contractor and for a period of one (1) year following the date of the employee's termination of employment with Contractor.

C. Should District uncover an unsuitable report on any of Contractor's employees after processing these forms, or if District finds an employee of Contractor to be unsuitable or unfit for duties, under the terms of the Agreement, the Contractor shall be advised immediately that such employee(s) of Contractor cannot continue to work or be assigned to work under this Agreement.

D. Physical Conditions: Contractor's security service personnel should be in good general health with no conditions that would interfere with the performance of their duties. Personnel should be able to perform the essential functions of the job with or without reasonable accommodation, which include normal or emergency duties requiring moderate to arduous physical exertion such as: standing or walking an entire hour shift, climbing stairs and ladders, lifting or carrying objects weighing up to 50 lbs, and running for short distances.

E. Standards of Conduct: Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

F. Proof of Identity: Contractor shall be responsible for maintaining and providing to District at District's request two forms of identification for all employees that are assigned to District's location. Acceptable identification shall include a state issued photographic

identification card, (driver's license) social security card, passport or registered alien card.

F. The final decision as to acceptability of an individual for work will rest with the Contractor, as well the right to waive any of the above requirements.

Section 13. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 14. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

Section 15. Termination. District may terminate this Agreement for convenience and without any liability therefor by providing at least thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for convenience and without any liability therefor by providing at least forty-five (45) days written notice to District. In addition, either party may terminate this Agreement immediately for breach, misconduct or other non-performance under this Agreement by the non-terminating party. Upon any termination exercised by either party, District agrees to pay Contractor for any services provided pursuant to the terms and conditions of this Agreement up to the effective date of termination.

Section 16. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to the District: Keys Cove II Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Last Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

B. If to Contractor: U.S. Security Associates, Inc.
8780 NW 18th Terrace
Doral, Florida 33172
Attn: Jacob Heathman

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied

may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

Section 17. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 18. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 19. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 20. Sovereign Immunity. The parties agree that nothing in this Agreement shall constitute or be construed as a waiver of the privileges, protections, immunities, and limitations on liability afforded the District pursuant Section 768.28, Florida Statutes, the doctrine of sovereign immunity, or other statutes or law.

Section 21. Public Records. Contractor understands and agrees that any and all documents of any kind provided to the District in connection with this Agreement may be subject to copying and disclosure as public records and may be treated as such in accordance with Florida law, and specifically, Florida's Public Records Law.

Section 22. Definitions. Terms used in this Agreement that are defined in the Request for Proposal shall have the meanings indicated therein.

Section 23. 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.

Section 24. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 25. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 26. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or Contractor's Proposal, the provision in the main body of the Agreement shall govern over the Contractor's proposal.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 28. Emergency Response. Contractor shall provide emergency service in connection with hurricanes, natural disasters, or significant weather-related events, when feasible. Should a mandatory evacuation of the area be ordered, it is understood that Contractor cannot require its staff or employees to travel to or remain at the District property.

Section 29. Acts of God. In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

Section 30. Responsibility for Losses. Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. District shall orally notify Contractor of any loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by District, whichever is later, and shall notify Contractor in writing within ten (10) days of such loss occurring or having been discovered by District.

Section 31. No Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Print Name: _____

Print Name: _____

Witnesses:

**U.S. SECURITY ASSOCIATES, INC.,
a Delaware corporation**

Name: _____

By: _____
Title: _____

Name: _____

(CORPORATE SEAL)

_____ day of _____, 2015

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ____ day of _____ 2015, by _____, as _____ of **U.S. SECURITY ASSOCIATES, INC.**, a Delaware corporation, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

SEAL

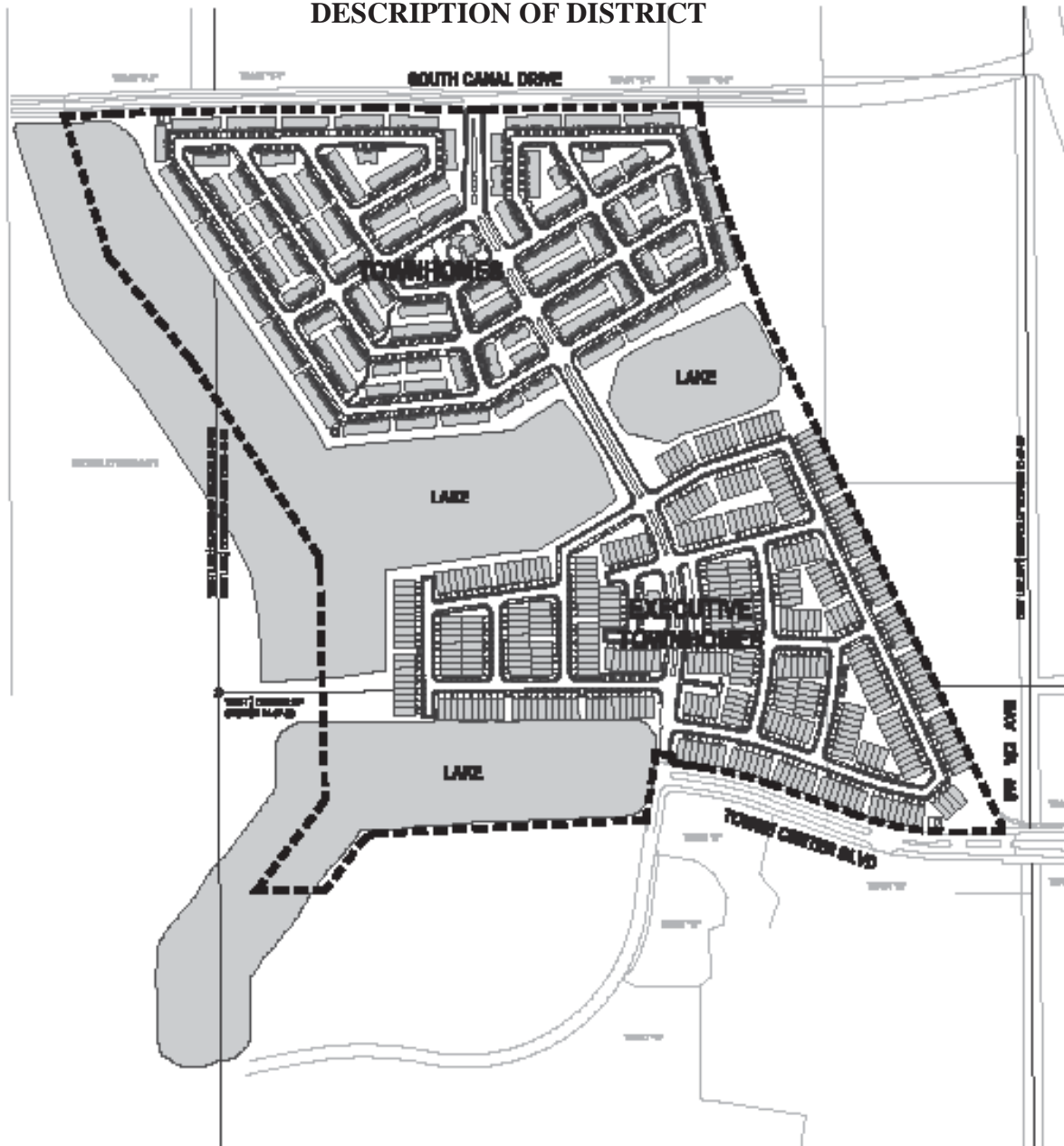
Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A

DESCRIPTION OF DISTRICT



LEGEND
--- DISTRICT BOUNDARY

ALVAREZ ENGINEERS, INC.
KEYS COVE II C.D.D.
EXHIBIT 1 - DISTRICT BOUNDARY



1" = 500'

EXHIBIT B

CONTRACTOR'S PROPOSAL

**TO BE PROVIDED UNDER SEPARATE COVER
AND
THEN MADE A PART HEREOF**