



**KEYS COVE II  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
SPECIAL BOARD MEETING  
JANUARY 23, 2024  
12:30 P.M.**

Special District Services, Inc.  
8785 SW 165<sup>th</sup> Avenue, Suite 200  
Miami, FL 33193

[www.keyscove2cdd.org](http://www.keyscove2cdd.org)  
786.303.3661 Telephone  
877.SDS.4922 Toll Free  
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**AGENDA**  
**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**  
Palm Breeze Clubhouse  
1427 SE 24th Place  
Homestead, Florida 33035  
**SPECIAL BOARD MEETING**  
January 23, 2024  
12:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. October 11, 2023 Regular Board Meeting .....Page 2
- G. Old Business
  - 1. Maverick Security
    - Decal Registration Update
    - Towing/Parking Enforcement
  - 2. Update Regarding Playground – Permitting
  - 3. Discussion Regarding Lake Fountain and License Agreement
- H. New Business
  - 1. Discussion Regarding Virtual Security Proposals.....Page 6
  - 2. Discussion Regarding Landscaping Improvements
  - 3. Discussion Regarding Trimscape Increase in Annual Fees.....Page 8
  - 4. Consider Resolution No. 2024-01 – Electronic Signature Policy.....Page 14
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn

Notice of Special Board Meeting of the  
Keys Cove II Community Development District

The Board of Supervisors (the "Board") of the Keys Cove II Community Development District (the "District") will hold a Special Board Meeting on January 23, 2024, at 12:30 p.m. in the Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035.

The purpose of the Special Board Meeting is for the Board to discuss the status of ongoing projects and any other District business which may come before the Board. A copy of the Agenda may be obtained from the District's website or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 313-3661 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meeting. If any person decides to appeal any decision made with respect to any matter considered at this Special Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

Keys Cove II Community Development District  
[www.keyscope2cdd.org](http://www.keyscope2cdd.org)

PUBLISH: MIAMI HERALD 01/15/24

W00000000

Publication Dates

**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 11, 2023**

**A. CALL TO ORDER**

The October 11, 2023, Regular Board Meeting of the Keys Cove II Community Development District (the “District”) was called to order at 12:23 p.m. in the Palm Breeze Clubhouse located at 1427 SE 24<sup>th</sup> Place, Homestead, Florida 33035.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on September 29, 2023, as part of the District’s Fiscal Year 2023/2024 Meeting Schedule, *as legally required*.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of Chairperson Melony Fogelstrom, Vice Chairperson Janine Ferreiro and Supervisors Cynthia Portillo (via phone) and Caridad Vargas constituted a quorum.

Staff in attendance: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

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

Mrs. Perez advised the Board that a sign has been posted at the Leasing Office directing the public to the current meeting location at the Clubhouse, as shown below:

**KEYS COVE II  
COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING**  
Is being held at the  
**Palm Breeze Clubhouse**  
1427 SE 24th Place  
Homestead, Florida 33035  
October 11, 2023  
12:00 p.m.

**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. August 9, 2023, Regular Board Meeting**

The minutes of the August 9, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Ferreiro, seconded by Ms. Fogelstrom and passed unanimously approving the minutes of the August 9, 2023, Regular Board Meeting, as presented.

## **G. OLD BUSINESS**

### **1. Maverick Security and Decal Registration Update**

The Property Manager for Seascape Pointe (Jessica Feliciano) has input all of the resident decal information into the SOS System. On the other hand, there is still no decal information that has been input into the SOS System for the properties managed by Jose Fabregas. Maverick Security has offered to input the decal information for Jose's properties for which Jose has accepted the offer (for a fee). The hope is to have all of the decal information input into the system by the next meeting.

### **2. Update Regarding Playground - Permitting**

The permit is currently undergoing changes because the original playground location had to be moved south of the original location due to the obstruction of a storm drain that was hidden under the grass. The revised permit application was signed by the contractor and the District and was submitted to the City for review.

A discussion ensued and alternate areas for consideration were discussed. Mrs. Perez recommended that the District Engineer be provided with the information of the area being considered to determine if the project is feasible prior to proceeding with the surveying and permitting process. Mrs. Fogelstrom will forward to Mr. Silva the information for the alternate location being considered.

### **3. Discussion Regarding Holiday Lighting**

Ms. Fogelstrom is currently working with E-Lighting on finalizing a holiday lighting design which we hope to have installed in November.

Ms. Fogelstrom provided an update and had a copy of an invoice for the Board's review, noting areas that had been added and the corresponding cost increase.

A **motion** was made by Ms. Ferreiro and seconded by Ms. Vargas and passed unanimously ratifying and approving the cost increase in the amount of \$35,800 for the additional holiday lighting, decorations (and color selections), additional locations to be decorated, the installation and removal of the same, followed by the storage.

### **4. Discussion Regarding Lake Fountain and License Agreement**

Mr. George provided an explanation as to why he was recommending an easement instead of a license agreement because the lakes are owned by the Association and an easement would be a perpetual option for the placement of the fountain and its components.

Per Mr. Silva's notes: "In order for the District to be able to install a fountain, we would first need an electrical engineer to assist with creating electrical plans which will assist contractors in bidding out the electrical portion of the project. After that, we can proceed with the installation of the fountains." The Board agreed with the recommended actions thereby directing District management to proceed with acquiring the electrical plans for bidding and permitting purposes and to provide proposals for Board consideration at a future meeting.

A **motion** was made by Ms. Ferreiro and seconded by Ms. Vargas and passed unanimously authorizing District Counsel to move forward with the easement process as required for the installation of a fountain and corresponding components such as electrical panels, power accessibility, etc. to be owned and maintained by the District in the Association owned lake/lake bank.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2023-06 – Adopting a Fiscal Year 2022/2023 Amended Budget**

Mrs. Perez presented Resolution No. 2023-06, entitled:

**RESOLUTION NO. 2023-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

Mrs. Perez explained, as done every year for administrative and statutory requirements, within 60 days of any given fiscal year end, the Board adopts a revised/amended budget for said year. The fiscal year ended on September 30, 2023. This is the reason it is administrative in nature (past year’s budget for past year’s expenses) and will serve as the Board’s final approval/ratification of the District’s expenditures for the past fiscal year.

A **motion** was made by Ms. Ferreiro, seconded by Ms. Fogelstrom and unanimously passed adopting Resolution No. 2023-08, adopting a Fiscal Year 2022/2023 Amended Budget.

**2. Discussion Regarding Towing**

Ms. Fogelstrom asked to have this added to the agenda and presented her concerns to the Board. A discussion ensued and the Board directed District management to provide at an upcoming meeting a towing services activity report for said services.

**3. Discussion Regarding Sewer Mainline Overflow**

It was noted that Ms. Fogelstrom had identified an issue with the sanitary sewer system within the District overflowing and District management forwarded the same to the City of Homestead as they own and maintain the sanitary sewer system.

The Board Members discussed that this was a non-District related but community health and safety concern. They too will notify the City of Homestead as concerned residents.

**I. ADMINISTRATIVE & OPERATIONAL MATTERS**

There were no Administrative or Operational Matters to come before the Board.

**J. BOARD MEMBER & STAFF CLOSING COMMENTS**

Ms. Fogelstrom asked to discuss security services and protocol for the requesting of identification and a discussion ensued. District management is to look into virtual guard service options for consideration at a future meeting. It was noted that this system should have the capability to work with the existing SOS system.

**K. ADJOURNMENT**

There being no further business to conduct, a **motion** was made by Ms. Vargas, seconded by Ms. Fogelstrom and passed unanimously adjourning the Regular Board Meeting at 1:06 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

	SOS	ZUUL
Cost (Monthly/Annually)	\$495/ \$5,940	\$1,610/\$19,319
Drivers License Scanner	✓	✓
Web Module	✓	✓
Phone Application	✓	✓
Visitor Pass	Printable	Digital
One Time Configuration	✓	⊗
Multiple Scanners	⊗	✓ (iPhone/iPad must be purchased separately)
Residents grant entry from mobile phone	⊗	✓
Intergrates with Virtual Guard Kiosk	⊗	✓



	<b>Envera</b>	<b>Regions</b>
Installation Cost	\$26,219.61	\$10,724.00
Cost (Monthly/Annually)	\$12,543.22/ \$150,518.64	\$6,205/ \$74,460
ID Scanner	✓	✓
Manage Guest in App	✓	✓
Recording video, license plate, and audio	✓	✓
Virtual Guard available	✓	✓
Optional QR Code	✓	✓



## INTRODUCTION

Jan 1, 2024

*Dear: Dear: Keys Cove II CDD*

C/o Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, FL 33410

We are excited for the opportunity to continue working for your property. We firmly believe that our service and staff will make your property stand out amongst the others. Our VP Jaimie Deery is an ISA Arborist, Certified Pest Control Operator and Horticulturalist that takes great pride in evaluating your property correctly. We have a strong reputation in the local community to be honest, reliable, and do an overall great job.

We are diverse and offer an expansive list of self-performed services. From routine landscape maintenance, tree trimming, Irrigation repairs, Mulching, landscaping install, pressure washing of common areas/loading areas to name a few. All employees are trained and retrained quarterly to ensure safe and efficient work practices.

In this proposal you will find our initial plan on the basis of a walk around the property. Consider this as preliminary and further adjustments can be made along the way.

We look forward to showing you what we can do!

Sincerely,

TRIMSCAPE

*Patrick & Jaimie Deery*

19525 SW 272 ST HOMESTEAD, FL 33031

PH: 305-989-8446 EMAIL:TRIMSCAPE@HOTMAIL.COM

## LANDSCAPE MAINTENANCE PROPOSAL

### Our staffing would consist of the following:

- Uniformed detail service crew members.
- The site will be visited 12 times per year by our Operations Manager.
- A Monthly walk-through will be attended by our Operations Manager & dedicated crew leader.

### Total Proposed Cost Including Labor, Equipment, and Materials of yearly services to be performed:

- Servicing of property x per year.
- Mowing of all common areas. Does not include backyards
- Hedge trimming 12x per year on rotation.
- Herbicide application to landscape beds/pavers as needed.

## TRIMSCAPE GENERAL SPECIFICATIONS

### I. Introduction

The following Specification establishes the standard for landscape maintenance at

#### SCOPE OF WORK

*TRIMSCAPE* ("Contractor") shall furnish all labor, equipment, tools, services and special skills necessary to complete the work specified in accordance with professional horticultural and ornamental practices. During the pendency of this Agreement the contractor shall not provide work or service for any individual homeowner to prevent any conflict of interest.

### II. Maintenance

- **Mowing**

- Turf shall be cut at a uniform height using sharp blades.
- Turf shall be maintained 4.5 inches during the cooler season
- Warm season turf shall be maintained at 4 inches
- During mowing, care shall be exercised to prevent damage to trees and other obstacles in the lawn areas, such as electrical boxes or fixtures.
- We will not be held responsible for Landscape decorations/Lighting, decorative plants not installed by developer, lighting cords, Utility cables, extension cords, car charging cables, exposed irrigation, holiday decorations, Water hoses not properly stored.

- **Edging**

- All turf edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or groundcover areas shall be trimmed as needed to maintain a crisp and neat appearance.

- During edging, care shall be exercised to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc. We will not be responsible for broken windows caused by decorative rocks installed in landscape areas.
- **Hedge Trimming**
  - Shrubs shall be pruned and trimmed as required for safety, removal and general containment or appearance.
  - Shrubs shall be pruned and trimmed in such a manner as to retain and promote as much of the flowering and other natural characteristics of the shrub as possible
- **Air Blowing**
  - Any walkways or paved areas will be blown free of any debris accumulated during service visits.

### III. Pruning and Trimming

- Trees shall be pruned up to a height of 7-feet as required for safety, removal of broken or diseased branches, for pedestrian or vehicular access, or ingress or egress
- Pruning under this specification is limited to that which may be done from the ground.
- Structural tree work shall be done only upon approval or as directed by Owner's Representative and shall be performed as an Extra Charge.

### IV. Irrigation

- **In General**
  - In the irrigation of all plant materials, Contractor shall operate all irrigation systems in such a manner so as to obtain uniform moisture throughout the root zone.
  - Hours of scheduled operation will be programmed to minimize disease occurrence in plant materials and to reduce possible nuisance from sprinkler operation to pedestrians or vehicles (typically, early morning hours before sunrise).
  - The Owner will provide Contractor with locks, keys and maps (all of which shall remain the property of owner)
  - Repairs will be additional charges.
- **Operations of System**
  - Contractor shall personally observe all systems during operation cycle at least **once per month** to verify effectiveness of sprinkler operation and preventive maintenance shall be performed on system as needed.
  - Contractor will adjust, as necessary, all sprinkler heads, valves and pressure reducers to continue operation at maximum efficiency and performance.

### V. Disease and Pest Control (IPM)

- **In General**

- When contracted for these respective services, contractor shall maintain disease and pest free turf, groundcover and shrubs, where such diseases and/or pests are foreseeable, preventable and reasonably treatable (treatment for unforeseen diseases or pest invasion will be additional cost above and beyond the normal turf maintenance program.)
  - Contractor shall maintain disease and pest free trees where such diseases and/or pests are foreseeable, preventable and reasonably treatable through the application of chemical controls such as insecticides and provided that insecticides can be applied systemically or through ground level topical spraying. (Overhead treatment and/or treatment for unforeseen diseases or pest invasion will be proposed as Extra Work).
  - Contractor's responsibility for pest control shall be limited to invertebrates. Control of rodents and other vertebrates will be proposed as Extra Work.
  - **Preexisting condition will not be covered under this contact and will be charged as an additional expense. Ex. Lethal Necrosis, white fly, chinch bugs, worms etc.**
- **Pesticides**
    - Adherence to Regulations - All materials used by Contractor shall be in strict accordance with the Florida Department of Pesticide Regulation. Application and disposal of pesticides shall be within the guidelines established in the Florida Food and Agriculture Code and the Florida Code of Regulations.
    - Timing of Application - Pesticides will be applied at times which limit the possibility of contamination from climatic and other factors. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather in order to eliminate potential runoff of treated areas.
    - Method and Manner of Application- Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area.

## VI. Fertilization

- Goal of Fertilization- Plant materials shall be fertilized as required to maintain healthy color and appearance and promote perpetual growth.

## VII. Clean-Up

- Contractor shall remove all green waste and other debris resulting from maintenance operations and dispose of it off-site. All grass clippings deposited on roadways or walks shall be removed after each mowing or trimming operation. On-site disposal of green waste shall be permitted with approval of Owner's Representative. Non-organic debris not generated by Contractor shall be disposed of at the job-site container, if one is available.
- Timing of Removal/Observation- All debris resulting from Contractor's operations shall be removed by the end of the workday on each scheduled maintenance visit. All landscape areas shall be patrolled whenever on site to check for vandalism, broken tree branches, rodents, insects, snails, pests and/or diseases.

## VIII. Extra Work

- Mulching @5.00 per bag (based on current market rates – suppliers are planning to raise costs)
- Tree trimming scheduled at additional cost

## **IX. Insurance**

- Trimscape will be self-performing all work and shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement.
- The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the Client, and its respective officers, agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified here under.
- Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Client shall be named as an additional insured.
- Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance.
- All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.
- At the time of execution of the Agreement, the Contractor will file with the management company, certificates of such insurance, acceptable to the Client. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Client.

## **X. Termination**

- This Agreement may be terminated by the Client at any time and at the discretion of the Client, with or without cause, upon (60) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon (60) days written notice to the Client. In the event this Agreement is terminated by either party, the Contractor shall bill the Client, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.
- All notices and communications required hereunder shall be hand-delivered or by written notice via certified mail. If sent by any other means, such notices shall be effective only upon actual receipt by the other party for whom it is intended.

**Service Schedule 2024**

Service Month	Service Visits as per schedule including trimming of shrubs. 30x \$6200.00	Irrigation Wet Check (included)	Mulching QTY:8960 Bags @\$5.00 Per Bag	Fertilization of palms shrubs trees and grass	Royal Palm Trimming	Palm Seed Trimming	Silver Butonwood trimming	Yearly Total
January	\$15,500.00	\$1,200.00						
February	\$15,500.00	\$1,200.00		\$6,500.00			\$1,960.00	
March	\$15,500.00	\$1,200.00						
April	\$15,500.00	\$1,200.00				\$3,500.00		
May	\$15,500.00	\$1,200.00			\$1,200.00			
June	\$15,500.00	\$1,200.00		\$6,500.00				
July	\$15,500.00	\$1,200.00						
August	\$15,500.00	\$1,200.00					\$1,960.00	
September	\$15,500.00	\$1,200.00						
October	\$15,500.00	\$1,200.00	\$44,800.00	\$6,500.00		\$3,500.00		
November	\$15,500.00	\$1,200.00			\$1,200.00			
December	\$15,500.00	\$1,200.00						
Yearly	\$186,000.00	\$14,400.00	\$44,800.00	\$19,500.00	\$2,400.00	\$7,000.00	\$3,920.00	\$278,020.00

**Acceptance of proposed services:**

**Keys Cove II CDD**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Print: \_\_\_\_\_**

**Trimscape Corp**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Print: \_\_\_\_\_**

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Keys Cove II Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 05-133 of the Board of County Commissioners of Miami Dade County, Florida (the “County”), effective July 17, 2005 and by the City of Homestead Resolution No. 2005-03-53.; and

**WHEREAS**, the Board of Supervisors of the District regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

**WHEREAS**, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

**WHEREAS**, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the District Board of Supervisors.



**Section 2.** The Board of Supervisors of the Keys Cove II Community Development District hereby establishes and adopts the “Electronic Signature Policy,” as follows:

## **ELECTRONIC SIGNATURE POLICY**

**PURPOSE:** The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, “Electronic Signature Act”.

### **DEFINITIONS:**

*Electronic* means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

*Electronic record* means a record created, generated, sent, communicated, received, or stored by electronic means.

*Electronic signature* means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

*Electronic transaction* means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

*Record* means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

**POLICY:** This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District’s right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by applicable policies, laws or regulations.

**PROCEDURE:** When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.

2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.

3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.

4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.

5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.

6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

**Section 3.** The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

**Section 5.** If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 6.** The Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the District Board of Supervisors, this 23<sup>rd</sup> day of January, 2024.

**KEYS COVE II COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair / Vice Chair