



**KEYS COVE II
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
NOVEMBER 12, 2025
12:00 P.M.**

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

www.keyscove2cdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
Palm Breeze Clubhouse
1427 SE 24th Place
Homestead, Florida 33035
REGULAR BOARD MEETING
November 12, 2025
12:00 p.m.

- A. Call to Order
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- C. Establish Quorum
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- E. Additions or Deletions to Agenda
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- J. Administrative & Operational Matters
- K. Board Member & Staff Closing Comments
- L. Adjourn

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57951	IPL0273365	Legal Ad - IPL0273365		1.0	83.0L

ATTENTION: Keys Cove II Community Development District IP
2501A Burns Road
Palm Beach Gardens, AK 33410
larcher@sdsinc.org

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Keys Cove II Community Development District** (the "District") will hold Regular Meetings in the Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035, at **12:00 p.m.** on the following dates:

October 8, 2025
November 12, 2025
February 11, 2026
March 11, 2026
April 8, 2026
May 13, 2026
June 10, 2026
July 8, 2026
August 12, 2026
September 9, 2026

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members 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 ensure 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 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

www.keyscove2cdd.org
IPL0273365
Sep 24 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
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me on



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DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
REGULAR MEETING SCHEDULE**

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**KEYS COVE II COMMUNITY
DEVELOPMENT DISTRICT**

www.keyscove2cdd.org
IPL0273365
Sep 24 2025

From: Caridad Vargas [<mailto:carrievseat4@gmail.com>]

Sent: Wednesday, October 15, 2025 4:57 PM

To: Armando Silva <asilva@sdsinc.org>

Subject: Caridad Vargas Resignation

Hello Armando,

I am moving out of State in the next 2 weeks. Therefore, please accept this email as my resignation from the Keys Cove II CDD board effectively immediately.

Thank you,

Carrie

**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
AUGUST 13, 2025**

A. CALL TO ORDER

The August 13, 2025, Regular Board Meeting of the Keys Cove II Community Development District (the “District”) was called to order at 12:01 p.m. in the Palm Breeze Clubhouse located at 1427 SE 24th 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 Herald* on July 24, 2025, & July 31, 2025, *as legally required*.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Melony Fogelstrom, Vice Chairperson Caridad Vargas and Supervisors Irene De Leon Martinez and Tomas Simonson constituted a quorum.

Staff in attendance: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and General Counsels Ginger Wald and Gabriella Fernandez-Perez of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance: Eileen Linares, Homestead, FL, Christina Baltodano, Homestead FL, Morgan Nardone, Homestead, FL, Jodi Alexander, Homestead FL, Louise Lamothe, Homestead, FL, Sonnet Lamothe, Homestead, FL, Carolina Escobar, Homestead, FL, Grant Johnson, Homestead, FL, Kevin Earp, Homestead, FL.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions at this time.

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. May 14, 2025, Regular Board Meeting

The May 14, 2025, Regular Board Meeting Minutes were presented for consideration.

A **motion** was made by Ms. De Leon, seconded by Ms. Fogelstrom and passed unanimously approving the minutes of the May 14, 2025, Regular Board Meeting, as presented.

Note: At approximately 12:04 p.m., Mr. Silva recessed the Regular Board Meeting and opened the Public Hearing regarding the Fiscal Year 2025/2026 Final Budget and Non-Ad Valorem Assessments.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Herald* on July 24, 2025, and July 31, 2025, *as legally required*.

2. Receive Public Comment on the Fiscal Year 2025/2026 Final Budget

Mr. Silva then opened the public comment portion of the public hearing. Members of the public in attendance had questions pertaining to the purpose for the increase and Mr. Silva highlighted the items increasing on the budget which caused the increase in the non-ad valorem assessments (security, sidewalk and roadway repairs, street light upgrades, etc.). There being no additional comments, Mr. Silva closed the public hearing portion of the meeting.

3. Consider Resolution No. 2025-06 – Adopting a Fiscal Year 2025/2026 Final Budget

Mr. Silva presented Resolution No. 2025-06, entitled:

RESOLUTION NO. 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2025/2026 final budget and the non-ad valorem special assessment tax roll (Assessment Levy). A discussion ensued after which;

A **motion** was made by Ms. Vargas, seconded by Ms. De Leon and unanimously passed adopting Resolution No. 2025-06, approving the Fiscal Year 2025/2026 Final Budget, as presented and setting the fiscal year 2025/2026 final budget and non-ad valorem special assessment tax roll (Assessment Levy).

Note: At approximately 1:13 p.m., Mr. Silva closed the Public Hearing portion of the meeting and reconvened the Regular Board Meeting.

H. OLD BUSINESS

1. Discussion Regarding Security Services

Mr. Silva stated the District would be making a change in the security company before the end of the year.

2. Update Regarding Lake Fountain

Mr. Silva stated that he had followed up with the Keys Gate Community Association and he was awaiting a response.

I. NEW BUSINESS

1. Discussion Regarding Seasonal Flowers in the Median Islands

Mr. Silva informed the Board members that he would be reaching out to Landscape Workshop to follow up regarding the installation of the seasonal flowers at the end of the median islands within the roadways.

2. Discussion Visitor Passes/Parking/Towing

Mr. Silva stated the District Engineer had informed him that the parallel parking spots within Tract B belonged to the District. Mr. Silva will now have to amend the parking rules to include rules pertaining to the parallel parking spots and these amendments will be presented at an upcoming meeting.

On another note, Ms. Fogelstrom requested that Maverick Security start enforcing the current parking rules because there have been too many illegally parked vehicles in the roadways that are not being cited/towed.

3. Discussion Regarding Additional Speed Humps in Palm Breeze

Ms. Fogelstrom has requested to have more speed humps added to the Palm Breeze portion of the community. Mr. Silva stated that he would have District Field Ops Staff inspect the roadways to determine where additional speed humps could be added.

4. Discussion Regarding Holiday Lights

Ms. Fogelstrom requested that the District consider changing the design of the holiday lights for the palm trees to a simple white and blue combination. Mr. Silva stated that this would entail purchasing brand new lights. A discussion ensued after which;

A **motion** was made by Ms. De Leon Martinez, seconded by Ms. Vargas, and unanimously passed approving an amount not to exceed of \$55,000 for the installation of new holiday lights on the palm trees including wreaths and decorative ring lights; and thus further authorizes District Counsel to draft a small project agreement.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Legislative Update Memo - BCLMR

Mr. Silva presented the 2025 Legislative Update memo by Billing, Cochran, Lyles, Mauro & Ramsey and briefly went over the updates.

2. Interlocal Access Agreement – Advertisements and Public Notices

Mr. Silva explained that he would like to discuss the District's required publications and the costs associated with them. Mr. Silva stated that his office has been in communication with the Miami-Dade County (the "County") Communications and Customer Experience Department to determine if advertising on the County's website complies with Florida Statutes. It has been determined that advertising on the County's website meets Florida Statutes requirements and the County's attorney has authorized entering into an Interlocal Agreement with Community Development Districts. A discussion ensued after which;

A **motion** was made by Ms. Vargas, seconded by Ms. De Leon Martinez and unanimously passed to approve entering into the Interlocal Access Agreement with Miami-Dade County; and authorizes Mr. Silva the authority to execute the agreement on behalf of the Board.

3. Reminder – Form 1, Statement of Financial Interest and Ethics Training

Mr. Silva reminded the Board that their Statement of Financial Disclosures were due by July 1, 2025, and the ethics training is due by December 31, 2025, and he would send the Board reminders about the submittal.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

L. ADJOURNMENT

There being no further business to conduct, a **motion** was made by Ms. Fogelstrom, seconded by Ms. Vargas and passed unanimously adjourning the Regular Board Meeting at 2:37 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

SERVICES AGREEMENT
(Virtual Guard System & Roving Security Services)

THIS SERVICES AGREEMENT is made and entered into this ____ day of _____, 2025 (the “Agreement”), 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 in the City of Homestead, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

REGIONS SECURITY SERVICES, INC., a Florida corporation, whose principal and mailing address is 1100 NW 72nd Avenue, Miami, Florida 33126 (the "Contractor").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District desires to retain an independent contractor to provide security services for those certain lands and areas within the boundaries of the District, as more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the District desires to secure the services of Contractor to provide roving unarmed security officer services, including the furnishing of Class “D” licensed personnel, a patrol vehicle, fuel, and related supervision, reporting, and technology services, all as more particularly detailed in that certain proposal No. 0182025, dated September 8, 2025 (the “Roving Services Proposal”), and virtual guard services, including without limitation, the provision, installation, and maintenance of advanced surveillance cameras, access control systems, a proprietary kiosk system, license plate recognition technology, and continuous 24/7 virtual monitoring, all as more particularly detailed in that certain proposal dated September 8, 2025, (the “Virtual Guard Proposal”); each of which proposals are attached hereto and collectively incorporated herein as Composite Exhibit B (collectively, the “Proposals”);

WHEREAS, Contractor represents that it is qualified to serve as a security services contractor and has agreed to provide to the District those services identified in the Proposals; 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 so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, 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 (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 to be provided by Contractor, but not limited to, are the following:

1. Provide licensed Class “D” unarmed security officers to perform continuous roving patrols, 24 hours per day, 7 days per week.
2. Supply and operate one (1) marked patrol vehicle for use by security personnel, including fuel and maintenance.
3. Conduct routine inspections of the District’s common areas, enforce parking and traffic regulations, and report lighting or safety deficiencies.
4. Utilize electronic guard tour systems, incident reporting devices, and related technology for real-time documentation of patrol activities.
5. Ensure post orders are followed and provide semiannual training specific to the District’s property.
6. Provide field supervision, random property inspections, and maintain 24/7 dispatch communication for assistance.
7. Install, operate, and maintain a proprietary virtual guard kiosk, surveillance cameras, license plate recognition cameras, video management systems, and associated infrastructure.
8. Provide 24/7 monitoring of all designated entrances, exits, and common areas through high-definition video surveillance with intelligent analytics.
9. Screen, document, and manage visitors, deliveries, service providers, and vendors, including driver’s license scanning and vehicle license plate data capture.
10. Remotely grant or deny access to gates for residents, visitors, and emergency responders, consistent with the District’s rules.
11. Provide real-time incident detection, response, and reporting, including direct communication with residents, law enforcement, or property management when appropriate.
12. Maintain a resident and visitor management application (MyPropertyAccess) enabling residents to pre-register guests, update personal and vehicle information, and receive QR invitations for streamlined access.

13. Conduct system support, including software updates, remote diagnostics, on-site repairs as necessary, and warranty service for installed equipment.

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. Contractor shall furnish all labor, uniforms, badges, equipment, materials, vehicle(s), supplies, and supervision to satisfactorily perform the protection and patrol services in the manner and at the frequencies set forth herein and in the post orders.

D. Safety: Perform all necessary services to assure, to the degree reasonable and customary in the industry, the safety and protection of residents, guests and public and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to, fire, theft, trespass, malicious mischief, and sabotage. In the event security personnel witness a wrongdoing or crime, security personnel shall attempt to acquire information and report names, addresses, and phone numbers from the offenders and witnesses without exposing himself or herself to possible harm

E. Hazardous Conditions: Report daily to District's representatives potentially hazardous conditions and items in need of repair, including, but not limited to, inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, trip hazards and other potentially dangerous conditions, within the guardhouse.

F. Unauthorized Access: Discover 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, but not limited to reports on accidents, gate issues and other incidents witnesses or reported to security personnel, and maintain and make available all records in connection with the duties and responsibilities of this work. Provide a monthly summary of the reports to the District shall be submitted to the District Manager.

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

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: 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. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

M. Should any Services and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement. District may adjust the scope of services and number of hours in which Security Services are to be provided under this Agreement upon reasonable advanced notice (by e-mail, telephone or in writing) to Contractor which adjustment may result in an adjustment in compensation paid under this Agreement.

N. Contractor agrees that District shall not be liable for the payment of any Services or other services not included as part of this Agreement, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

O. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

P. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. At the request of the District Representative, Contractor agrees to reasonably meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. In exchange for providing the Services identified in the Proposal, as amended from time to time, the District agrees to an annual contract amount not to exceed **THREE HUNDRED TWENTY-TWO THOUSAND EIGHT HUNDRED FORTY-SIX AND 16/100 (\$322,846.16) DOLLARS**, payable to Contractor as follows:

Description	Annual Amount	Payment Due
Initial Investment Total for Equipment/Labor (one-time fee)	\$8,314.00	\$8,314.00
Monthly Virtual Guard Services	\$90,468.00	\$7,539.00/mos.
Unarmed Security Officer Roving Security	\$224,064.16	\$18,672.01/mos.

Services (including holiday coverage)		
TOTAL ANNUAL CONTRACT AMOUNT:		\$322,846.16

A. The annual contract amount shall not exceed \$322,846.16 without the prior approval of the District Board of Supervisors (the “Annual Contract Amount”).

B. District shall pay to the Contractor for the Security Services as follows:

1. **Physical guard services:** The Contractor shall provide physical security guard and rover services at a rate of \$23.52 per hour (the “Standard Rate”) for each security officer furnished pursuant to this Agreement. Services shall include one (1) rover providing one hundred sixty-eight (168) hours of coverage per week. The holiday hourly rate shall be \$35.28 per hour for all hours worked. Any holiday not expressly included within the Annual Contract Amount shall be subject to prior approval by the District’s Board of Supervisors.

2. **Marked patrol vehicle:** The Contractor shall provide one (1) marked patrol vehicle at a rate of \$325.00 per week, which amount is included in the Annual Contract Amount. Fuel charges associated with the marked patrol vehicle shall be billed separately, and each invoice shall be accompanied by a log of vehicle mileage and corresponding fuel receipts.

3. **Virtual guard services:** The Contractor shall provide continuous virtual security guard services, twenty-four (24) hours per day, seven (7) days per week, at a rate of \$7,539.00 per month, which amount is included in the Annual Contract Amount.

4. Increases in the rates specified herein or in the Annual Contract Amount must be approved by the District Board of Supervisors in advance. 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 or in writing, to Contractor. Compensation shall be paid to Contractor on a monthly basis.

5. 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 upon receipt by the District within thirty (30) days, unless properly disputed by the District under the Florida “Local Government Prompt Payment Act”, Florida Statutes Section 218.70, et seq. (the “Prompt Payment Act”). District, as a local government entity, is exempt from sales tax on this transaction.

Additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his or her designee, shall not exceed the rates set forth in the Proposal, and further provided that any additional compensation for additional duties shall not cause the total amount for services to exceed the statutory public bidding threshold for service contracts pursuant to Florida Statutes. Following the Contractor’s provision of the Services during a given month, Contractor shall provide the District with an invoice describing the monthly services provided before the last day of the month representing the pro rata installment of the Contract Amount due for that month. All invoices will be paid in accordance with the Florida Prompt Payment Act.

SECTION 4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform 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 Specifications, 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. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and the provisions of Services within twenty-four (24) hours.

SECTION 7. INDEMNIFICATION.

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to

injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or 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 hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

SECTION 8. INSURANCE.

A. 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 must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' 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 00/100 Dollars (\$100,000.00) per accident. Contractor shall 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.

2. 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:

- a. Premises and Operations;
- b. Independent Contractors;

- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Keys Cove II Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. 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 Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor 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 understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 10. SITE MANAGER. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Services and upon each occurrence of the performance of the Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Services. The Contractor will notify the District Manager by the first of every month of the service schedule for the subsequent month.

SECTION 11. TERM. This Agreement shall commence on the Effective Date of November 1, 2025, upon the execution by the parties, and, unless otherwise terminated in accordance with this Agreement, shall end and terminate on September 30, 2025, which thereafter shall automatically be extended for extension terms of one year each, coinciding with the Fiscal Year of the District, unless otherwise terminated as provided in this Agreement herein, and subject to the Contractor's acceptable level of performance and approved funding by District.

SECTION 12. 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 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 may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 15. 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.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of the Services through the effective date of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

SECTION 16. NOTICES.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **Keys Cove II Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410

Attention: District Manager

With copy to:

District Counsel

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR:

Regions Security Services, Inc.

1100 NW 72nd Avenue
Miami, Florida 33126
Attention: 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 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. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238**

EMAIL: BBARBA@SDSINC.ORG

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. FAMILIARITY WITH LAWS. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

SECTION 27. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District

shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 28. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 29. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
 - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
 - 2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
 - 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

SECTION 30. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or

affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 31. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

SECTION 32. EXTRA WORK. Contractor shall perform all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the this Agreement for such Extra Work of a similar nature and character or at the agreed upon rate or fee as set forth in a written proposal, work authorization, or task order detailing such Extra Work. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor.

SECTION 33. CONFLICTS. In the event of a conflict between any provision of this main Agreement and the terms and conditions of Exhibit B, then this main Agreement instrument shall control.

SECTION 34. DAMAGE TO DISTRICT PROPERTY. Contractor will be held responsible for the care, protection, and condition of all work performed pursuant to this Agreement and will be required to make good at its own cost, or reimburse the District for, any damage or injury to the District's property, including, but not limited to, damage to or destruction of sodded areas owned or maintained by the District, resulting from Contractor's performance of the Scope of Work or otherwise occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its employees, agents, subcontractors, or suppliers.

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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,
a local unit of special purpose government
established pursuant to Chapter 190,
Florida Statutes**

Armando Silva, Secretary

Melony Fogelstrom, Chairwoman

_____ day of _____, 2025

WITNESSES: (not needed if this instrument is
executed via DocuSign in accordance with the
requirements of Chapter 688, F.S.)

CONTRACTOR:

**REGIONS SECURITY SERVICES,
INC.,** a Florida corporation

[PRINT NAME OF WITNESS]

By: _____

Print name: _____

[PRINT NAME OF WITNESS]

Title: _____

_____ day of _____, 2025

(CORPORATE SEAL)

EXHIBIT A
SPECIFICATIONS

EXHIBIT B
PROPOSALS



SEASCAPE

P O I N T E

Keys Cove II CDD Homestead, FL

Virtual Guard Services

**Confidential Proposal
September 8, 2025**

Regions Security Services
1100 NW 72nd Ave
Miami, FL 33126
(305) 517-1266
www.RegionsSecurity.us
technology@RegionsSecurity.us

About Us

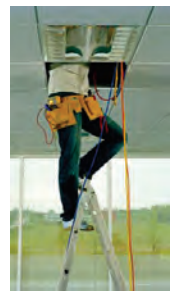
Regions Security' mission is to optimize the protection of our clients' assets by developing and implementing a strategic plan. We strive to be the most dynamic and resourceful security provider for all our clients. As one of the top fastest growing companies, Regions Security continues to expand rapidly in all major vertical markets. Our business extends throughout the state of Florida, Georgia, and Texas. Regions Security offers innovative technology, highly trained security professionals and best-in-class customer service and support. We meet your needs, your budget and help you and your organization accomplish your security goals.



Regions Security has earned the confidence of our valued customers by providing professional assistance with all our access control and video surveillance installations. Our company's corporate offices and customer support center are in Miami, Florida adjacent to Miami International Airport. Our facilities support our networking and systems engineering department, as well as our help desk and technical services. We maintain a customer support department providing 24/7 help desk support. We only carry professional grade equipment and security software. Each of our support representatives has completed comprehensive training on all our products and has extensive knowledge of product application and equipment troubleshooting. Regions can help you understand your technological security risks by offering a complementary Security Risk Assessment of your company's operation, office and exterior areas including parking lots and building entrances. We will help you determine the best Access Control and Surveillance Systems for your facility to guarantee the highest customized solution that addresses the evolving security needs of your organization in the most effective way possible.



Digital video surveillance helps deter crime, theft, vandalism, and employee theft. Security cameras and digital video recording may reduce fraudulent liability claims with clearly documented incidents. Video surveillance may also improve employee productivity and business efficiency. Access Control systems help protect valuable assets and sensitive areas by restricting and managing all entry points. These systems help increase employee safety and eliminate costly re-keying and lock changes. Experienced installation technicians guarantee your system will be trouble-free. Each system includes a full 100% one-year warranty on parts and labor. Our technicians are available 24 hours a day, seven days a week. We are focused on customer satisfaction, which is an integral part of our past success and the cornerstone of our future growth. Our goal is 100% customer satisfaction.



Regions Security is a Veteran-Owned Business and a specialized provider of security and ancillary services. Regions Security was born out of the desire and need to address unresponsive and substandard services, red-tape and service delays often offered by other companies. Regions Security was formed in 2010 by its President & CEO Carlos Rivero, Jr. after serving in the U.S. Army and managing numerous security companies. Mr. Rivero is a highly recognized service-disabled veteran who served in the Operation Enduring Freedom military initiative in 2001-2002.

Intelligent Video Management Software

Hanwha Techwin America (formerly Samsung Techwin) is a precision technology company that has sustained stable growth for over 40 years, and is part of the Hanwha Group, a Fortune 500 company based in South Korea. The Hanwha Group has accumulated manufacturing expertise with over 60 years of operation, gaining in-depth market knowledge and experience in producing the highest quality and precision products.



Hanwha's Wave Video Management Software (VMS) is an advanced, flexibility and customizable IP Video Management platform to create tailored networked video solutions. Compatible with all mayor video cameras and operating systems (Windows, Linux).



Simplicity Intuitive implementation is one of the most essential elements to ensure our users navigate through the software with ease. Whether it is software installation, server configuration, recording setup, layout creation, or sharing of your system, everything is designed with simplicity in mind.



Reliability You cannot afford to lose any video from an incident and that is why you need a reliable security surveillance solution. PLATetrak is loaded with features to help your system capture and record every moment with minimum downtime. Multi-server redundant fail-over option can be built into the software to be used and can be activated with only a few clicks.



Remote PLATetrak Sync allows you to share your system without having to have any in-depth knowledge of the network. With PLATETRAK Sync you can easily remote access or share the system. PLATETRAK Mobile app lets you view live video and playback recordings from your smart devices. Supports both iOS and Android.

Video Management Hardware



We enable a smarter and safer world by creating network solutions to improve security and to find new ways of doing business. The world is changing fast, and we make sure we stay ahead of those changes. While security is still our focus, we are gradually expanding into related markets using new network-based products and solutions. Our experience working with network video, analytics and audio contributes to the protection of people and property, process optimization, and increases business efficiency and information access.



Hikvision video surveillance products are based on innovative technologies that are unique in the security industry. Based on optical and image processing technologies accumulated over 30 years, Hikvision has solidified its leadership position in the field of security solutions by developing and manufacturing cutting-edge security systems, including the world's best performing security cameras, video recorders, and network control systems



Gigabit PoE+ Switch features PLANET intelligent PoE functions to improve the availability of critical business applications. It provides IPv6/IPv4 dual stack management and built-in L2/L4 Gigabit switching engine along with 10/100/1000BASE-T ports. Managed PoE switch for surveillance and wireless networks.



Virtual Guard Service



Regions Virtual Operations Center, with its highly trained professional staff, excels in delivering top-notch security services. Operating around the clock, every day of the year, our center utilizes High-Definition video cameras and advanced software analytics for vigilant monitoring. We work closely with you to establish customized rules for various scenarios, leveraging the latest advancements in security technology for superior resolution and intelligent software analysis. This not only enhances

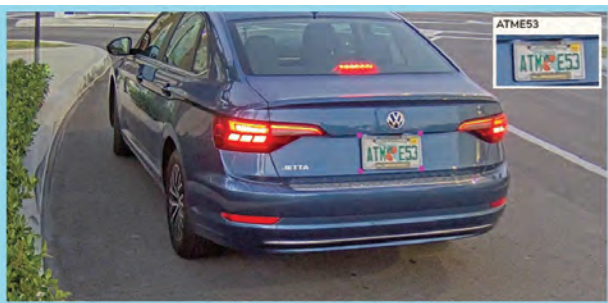
security efficiency but also makes it a more cost-effective solution. Our Virtual Guard Services extend beyond just monitoring buildings, communities, open lots, and construction sites. We offer comprehensive solutions that include the sale, installation, servicing, and maintenance of your entire security system. Additionally, we tailor our guard services to meet the specific needs of your business. Our Virtual Guard Kiosk is equipped with a two-way intercom, a proprietary Driver's License reader, and advanced technology to meticulously document visitor information and vehicle data.

Key features of our Virtual Guard Service for managing your community include:

- Greeting and attending to visitors, deliveries, service providers, and vendors requests for access (permit or deny)
- Opening of visitor and resident gates remotely for emergency responders
- Proprietary Kiosk System interfaces with web-application and automatically captures data from Visitor's Vehicle, Driver's License and QR Reader
- Smart Phone QR: Upon Code Confirmation the Visitor is Allowed Access.
- Visual confirmation to make sure all automatically collected data matches.
- Actively monitor the community's entrance and exit cameras
- Utilizing selected cameras and video analytics with pre-programmed video rules to alert guards of any rule violations.
- Reporting suspicious activities, property damages, and trespassers directly to local police and property management
- Submitting incident reports in the event of any security breaches or notable occurrences
- Optional use of powerful loud horns to confront trespassers, either through direct communication or prerecorded messages, including police sirens



Vehicle License Plate Data Capture & Decoding



Residential communities and commercial buildings can now improve surveillance services and lower guard costs. With new technology that captures and retrieves data in real-time for vehicles entering any facility, even at high speeds. The system will decode each license plate, provide during daytime class, make, and color for vehicles. All captured data, images and even a short video, are automatically saved in your video server to allow for smart playback. The information can be stored for several months and can be searched by vehicle tag number, class, make and color. Once the target vehicle is found, the image can be retrieved as well

as the video recorded when the vehicle entered the facility. Providing this information to the proper authorities can deliver results that are hard to attain otherwise without this vehicle's intelligent software. Regions does not guarantee that all license plates will be readable by the system, especially if they are blocked in some way, missing or damaged. Consumer acknowledges that license plates which are "unreadable" are due to no fault of the system. Consumers should have a back-up system in place for those occasions when a plate cannot be read accurately.

Visitor LPR	ATME53	Blue Volkswagen Sedan	Entering	Mar 21 7:37:29 pm
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Resident / Visitor Management Application

My Property Access (MPA) is a user-friendly and easy to use application that may integrate with your existing access control system. Through the Property Manager's portal, managers will be able to update/validate resident information and activate or deactivate transponders (optional) at any time and from wherever they are.

MPA is always at your residents' fingertips with the residents iPhone and Android app. Residents will be able to update their contact information, vehicle information, and pre-register visitors needing access to the property. Pre-registered visitors can receive a QR Visitor Invitation by text message or email to streamline access times and expedite community visitor's registration.

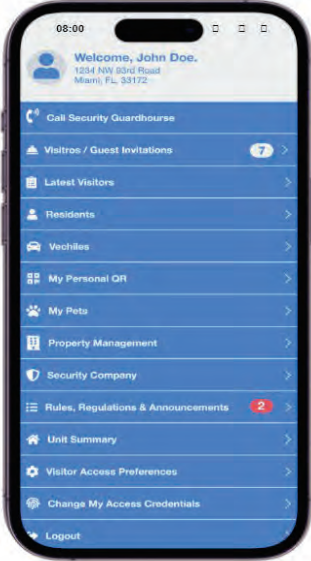
EASILY MANAGE YOUR PROPERTY

Allows residents to manage and streamline visitor, vendor, and delivery access to their community. Residents can review and update their occupants, vehicles and preauthorized guests.

DOWNLOAD APP




Access Online





Mail & Packages
Get notified when a package is addressed to you



Unit Summary
Check any details related to your property



Security Control
Call Security Company from the App



QR Code Access
Grant Access to your visitor with QR invitation



Vendor Management
Register the vendors related to your property



Pets
Register the cutest family members in the app



Visitors
Visitors report related to your property.

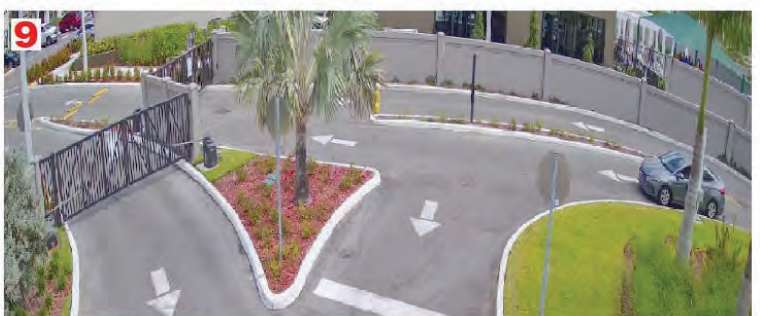
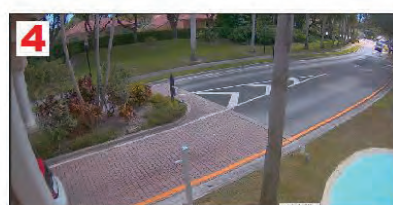
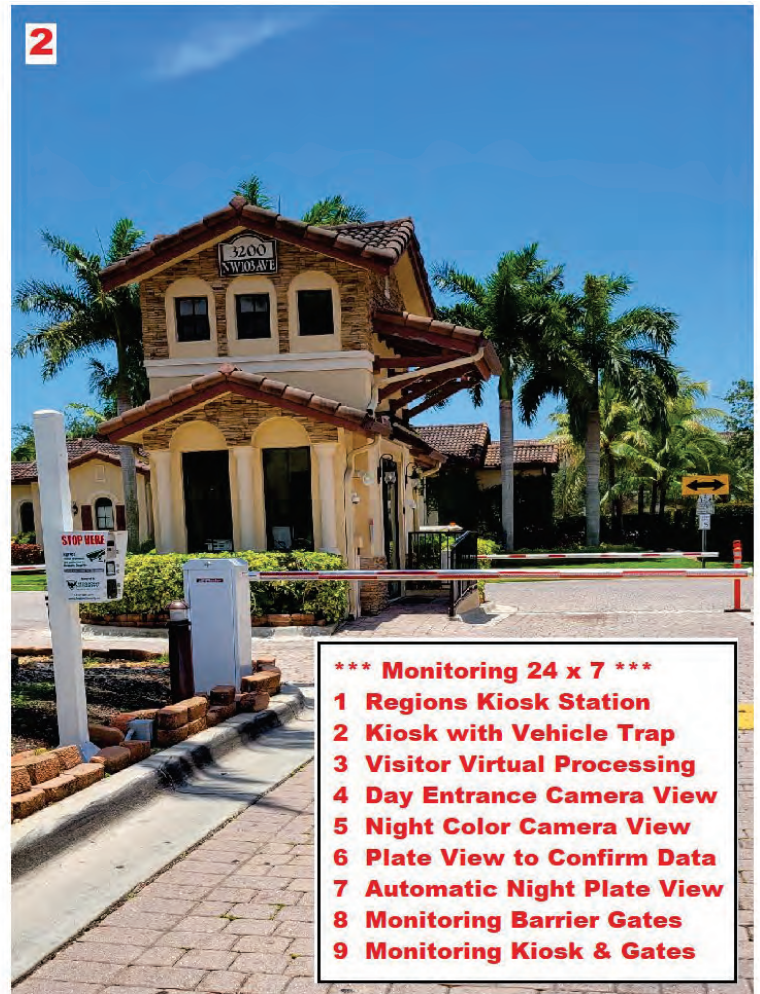


Work Orders
Create & track work orders & Architectural Modifications



Announcements
Receive important information from the community

Virtual Kiosk Images



Virtual Guard Solution Key Features & Benefits

Welcome to Regions Virtual Guard Solution, your trusted partner in advanced security solutions. In a rapidly evolving world, safeguarding your assets, property, and peace of mind is paramount. Our innovative virtual guard services, offered by Regions Security Services, provide a comprehensive solution that combines cutting-edge technology with real-time monitoring by skilled professionals.

What sets us apart is our commitment to efficiency and cost-effectiveness. By harnessing the power of virtual monitoring, we can save you between 40% and 60% on your security budget compared to traditional physical guard services, without compromising on quality.

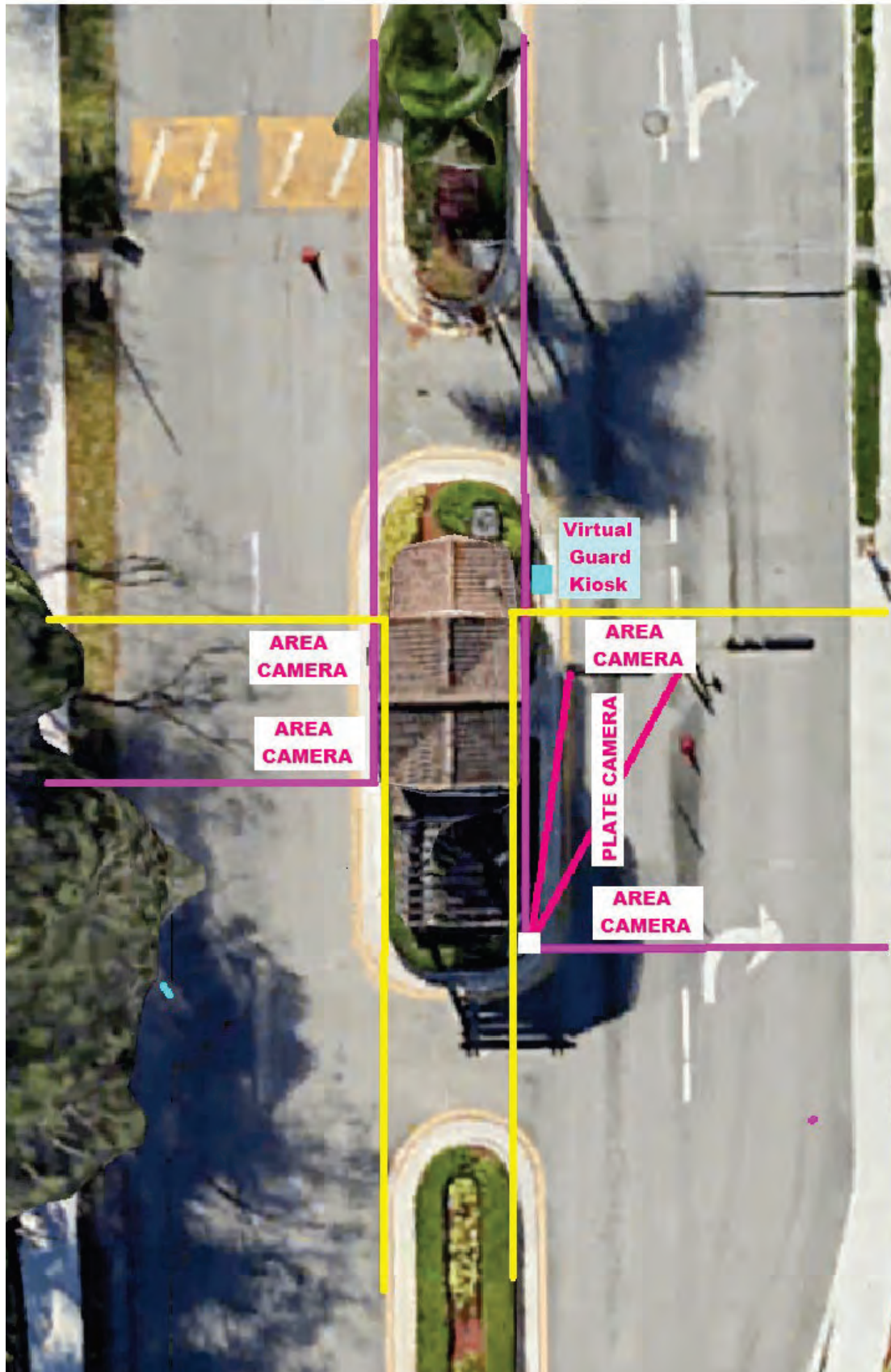
Regions Security's Virtual Guard Service and systems help communities improve security and public safety, increase staff efficiency, and create a seamless experience for visitors and residents alike. Regions Virtual Guard Solution delivers comprehensive protection tailored to your specific requirements. Discover a proactive approach to security that transcends boundaries and ensures your safety, no matter where you are.

Key features and benefits of our Virtual Guard Solution for managing your community include:

- **Advanced Technology Integration:** Our system employs the latest advancements in surveillance technology, offering broader and more precise coverage. Advanced data capturing and verification through proprietary technology.
- **Access Control:** . Screening visitors, deliveries, and vendors requests for access (permit or deny). Opening of visitor and resident gates remotely for emergency responders or service providers.
- **Visitor Identification Recording:** The system will also capture and record visitors' identifications, further enhancing our ability to monitor and control access to the property.
- **License Plate Capture:** The new system is equipped with advanced license plate recognition technology, adding an extra layer of security and accountability.
- **24/7 Monitoring:** Constant monitoring around the clock over critical areas, offering a level of constant supervision that is tough for human guards to match. of your property through a network of high-definition cameras, ensuring constant.
- **Real-Time Incident Response:** Immediate identification and response to security incidents, with protocols in place to escalate situations to local authorities or emergency services as necessary.
- **Comprehensive Reporting:** Regular reporting on security events, system status, and incident responses, providing insights into security trends and areas for improvement.
- **On-Demand Video Retrieval:** Reviewing video footage and retrieving video data for property management purposes, assisting in investigations, incident resolution, and liability management.
- Optional use of powerful loud horns to confront trespassers, either through direct communication or prerecorded messages, including police sirens
- **Reduced Risk:** Unlike physical guards, who may be subject to fatigue or human error, virtual guards are always vigilant, making them in many ways more reliable.
- **Cost Efficiency:** Virtual guards are often less expensive than their human counterparts. The cost savings could be invested back into the property, potentially increasing its value.
- **Peace of Mind:** Knowing that your property is being monitored by security professionals around the clock provides invaluable peace of mind to business owners and property managers.
- **Scalability:** Easily scalable to meet changing security needs, whether it involves expanding surveillance coverage or integrating additional security technologies.

Our Virtual Guard Solution represents a modern, effective approach to security management, combining technological innovation with expert human oversight. By choosing our service, you're not just investing in a security solution; you're ensuring a safer, more secure future for your property and stakeholders.

Virtual Guard Equipment Design



Virtual Guard System Equipment

Description	QTY
Hp Hanwha Wave Dedicated Video Management Server  Intel i5 Processor, 16GB RAM, Windows 11, Solid State 240GB DRIVE, 8TB Hard Disk for Video and Data Storage, DVD Video Recordable, HD Graphics board, License Plate capture and decoding, driver's license barcode scanning and processing.	1
Planet Switch 8-Port 10/100/1000T 802.3at PoE + 2-Port 10/100/1000T  Uplink ports with 120W PoE budget, 10/100/1000T, Unmanaged, 8 PoE Ports, 802.3af/at Total PoE Budget 120W, Max. Power 124W (PoE Full Loading), 13.4Mpps@ 64Bytes Operating Temperature: 0 to 50°C, TAA Compliant.	1
Wave Intelligent Video Management System (Per Camera License)  Wave is an advanced, flexibility and customizable IP Video Management platform to create tailored networked video solutions. Deploy any type of project with any video camera. H.265 H.264 support.	5
Hikvision IP 4MP Outdoor WDR Bullet Camera – Day/Night Area Camera Indoor/Outdoor Mounting Bracket  4 Megapixel, 24/7 Full Time Color, 30fps, 2.8mm, 4mm, 6mm Fixed Lens, H.265+, H.264+, 120dB WDR, 0.0014 Lux @ (f/1.0, AGC On), 0 Lux with Light, 12VDC, PoE (802.3af), MicroSD/SDHC/SDXC Slot 128GB, IP67, BLC/3D DNR/ HLC.	4 4
AXIS License Plate Recognition (ALPR) Bullet Camera  AXIS License Plate Camera delivers clear and sharp license plate images from vehicles moving at speeds of up to 81 mph, day and night. Sharp license plates in HDTV 2MP Optimized IR range up to 164 ft, 8x optical zoom. Designed for third-party software.	1

Professional Services

Equipment Installation Services



Installation of new server, switches, cameras, cabinets, brackets, and housings. Includes all cables, cabling, materials, labor, cable terminations and certifications. Does not Includes any electrical work, underground conduits required at entrance visitor and resident lanes, poles, city permits, engineering plans, processing costs or fees. System requires internet service at 100Mbps upload or higher.

Engineering and Programming Services



Regions will deploy a local and remote secured network infrastructure to manage all installed equipment in this proposal. We will program each device as required and for optimum performance. This includes setting camera angle view, resolution, video quality for peak bandwidth usage.

ACCEPT: Customer Initials _____

Regions Virtual Kiosk



VISITRAK Virtual Guard Kiosk is proprietary technology and therefore, leased not sold. The Kiosk will always remain the property of Regions for the duration of the agreed period of service and beyond. Upon service termination, Regions will remove the Kiosk from premises within 14 days after cancelation. Regions Virtual Guard Services requires the Regions System Support program listed below.

Regions System Support



During the Virtual Guard contracted period, Regions will include continual technical, engineering and application support to maintain the system and all equipment and software applications, fully operational. Services include remote application assistance and on-site visits as needed to diligently restore the Virtual Guard System. Non-Billable Services: Weekdays 8AM-5PM. Billable Services: After-hours & holidays: \$225 per hour, minimum 2 hours.

Regions Equipment Warranty



Regions will repair or replace any new equipment sold and installed for a period of One Year, including labor. Equipment Warranty excludes accidents, vandalism, theft, water, lightning, fire damage, intrusion, abuse, misuse, any casualty, unauthorized repair service, modification, or any other cause beyond the control of Regions Security, including interruption of electrical power or internet service. Billable Services: Weekdays 8AM-5PM: \$188 per hour. After-hours & holidays: \$225 per hour, minimum 2 hours.

Regions Virtual Guard Service 24/7



Regions will provide an efficient and reliable gated entrance monitoring service that is staffed 24 hours a day, 365 days a year, using trained operators responsible for using commercially reasonable efforts in greeting and screening guests; contacting residents if needed; granting or denying access; maintaining traffic flow; enforcing property's access control rules and regulations; identifying and reporting gate malfunctions and incidents.

Resident & Visitor Management Application Integration with SOS



MyPropertyAccess.com (MPA) is a user-friendly and easy to use application that may integrate with your existing access control system. Through the Property Manager's portal, managers will be able to update/validate resident information and activate or deactivate transponders (optional) at any time and from wherever they are. MPA is always at your residents' fingertips with the residents iPhone and Android app.

Residents will be able to update their contact information, vehicle information, and register preauthorized visitors. Residents can send QR invitations via text message to streamline access to preauthorized visitors.

Payment Terms



Payment 1: 50% Deposit with Contract
Payment 2: 50% Balance with Project Completion
Delivery: 2-4 Weeks from Contract Date

Project Cost Summary

One-Time Investment Total: \$8,314.00 (Equipment / Labor)
Plus, Applicable Sales Tax

Monthly Investment Total: \$7,539.00 (24-Hour Virtual)
Plus, Applicable Sales Tax

ACCEPT: Customer Initials _____

Terms & Conditions

- Client will be responsible for all required electricity and internet lines with minimum of 100 Mbps upload speed for most systems to operate. This may require multiple primary and backup lines throughout the property. Regions' team will work with internet providers to assist Client, as necessary.
- Client will be responsible for providing adequate power at all head-end locations.
- Minimum 36-month agreement is required for Virtual Guard Service. This agreement may not be terminated during the initial term.
- VisiTrak is a proprietary technology for lease use only. The Kiosk will remain the property of Regions Security during the agreed service period and will be removed upon termination. Access to the Kiosk equipment and application is only allowed to authorized Regions Security personnel.
- If purchasing or subscribed to a Virtual Gate Guard or Access Control System, Client will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- Once the system is activated and on-line, Regions will conduct a "soft opening" giving residents 15 days to get acclimated (guests will be asked where they are going but no guest will be denied entry).
- After the soft opening period expires, all guests will be verified before being granted entry into the property.
- Client acknowledges and agrees that Regions is not providing twenty-four (24) hour monitoring of the Client's Premises.
- Billing rates are subject to applicable sales and use tax rates.
- Customers will not incur charges for any period during which the virtual system is down, provided that a physical security guard is deployed to cover the affected timeframe; however, the billable rate for the physical security guard will be 1.5 times the standard rate.
- Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- AGENCY shall invoice monthly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.
- It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- In no event shall AGENCY be liable to Client for any claim other than one which arises during the performance of services under this Agreement and which is caused by the negligence of AGENCY its employees or agents while acting within the scope of their duties and authority, in no event shall AGENCY be liable for any claim caused in whole or in part by the acts or omissions of Client or third parties or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- In the event of any claim for which AGENCY is liable, Client agrees that AGENCY liability shall be limited to a maximum amount, not to exceed the lesser of (i) the amount invoiced to and paid by Client for services rendered within the 12-month period immediately preceding the date of the occurrence giving rise to the claim, or (ii) \$1,000,000.00.
- Client shall immediately notify Regions of any malfunctions of the communication link or power outages for lines used by the Security System.
- Client agrees that in no event shall there be any right of offset or setoff, and that it shall not be entitled to retain any sums due to AGENCY against any claims or potential claims against AGENCY.
- Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when communication method (cellular, public or private radio systems), cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Regions and Regions shall have no responsibility for the failure of any of such transmissions.
- Regions assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Regions, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Regions of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Regions for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System.
- I, as the authorized Client representative, have read this agreement and understand what is being purchased and/or subscribed to. I agree that there are no verbal commitments, promises, etc., for additional products and/or services, and the only products and/or services being provided are listed in this agreement. I am aware that during the sales process, many products and/or services are discussed and only those listed in this agreement are actually being purchased and/or subscribed to.

Agreed To and Accepted By:

Client Signature: _____ Date: _____

Client Name: _____ Client Title: _____



Keys Cove II CDD Security Cost Projection

Security Cost Projection Summary

Description	Monthly	Annually	Savings	Savings %
Physical Guard 24/7	\$17,263.68	\$207,164.16	\$0.00	0.00%
Virtual Guard 24/7 Only	\$7,539.00	\$90,468.00	\$116,696.16	56.33%
Virtual Guard 24/7 & Rover 24/7	\$26,211.01	\$314,532.16	(\$107,368.00)	-51.83%
Virtual Guard 24/7 & Rover 10/7	\$16,140.53	\$193,686.40	\$13,477.76	6.51%
Virtual Guard 24/7 & Rover 12/7	\$17,579.17	\$210,950.08	(\$3,785.92)	-1.83%
Virtual Guard 16/7 & Physical Guard 8/7	\$11,352.23	\$136,226.72	\$70,937.44	34.24%
Virtual Guard 8/7 & Physical Guard 16/7	\$16,573.79	\$198,885.44	\$8,278.72	4.00%

Security Services Selection

Description	Annually	Check	Initials	Date Approved
Physical Guard 24/7	\$207,164.16	[]	_____	_____
Virtual Guard 24/7 Only	\$90,468.00	[]	_____	_____
Virtual Guard 24/7 & Rover 24/7	\$314,532.16	[]	_____	_____
Virtual Guard 24/7 & Rover 10/7	\$193,686.40	[]	_____	_____
Virtual Guard 24/7 & Rover 12/7	\$210,950.08	[]	_____	_____
Virtual Guard 16/7 & Physical Guard 8/7	\$136,226.72	[]	_____	_____
Virtual Guard 8/7 & Physical Guard 16/7	\$198,885.44	[]	_____	_____

Security Services Rates

Description	Rate	Frequency
Security Guard Regular	\$23.52	Hourly
Security Guard Holiday	\$35.28	Hourly
Patrol Vehicle - fuel charged separately	\$325.00	Weekly
Estimated Fuel Consumption	\$1.25	Hourly

(Costs above already include Sales Tax & Holiday Pay)



Security Services Agreement **Terms & Conditions**

This agreement (this "Agreement") entered into as of this _____ day of _____ 2025 by and between REGIONS SECURITY SERVICES, INC. "AGENCY" a corporation formed under the laws of the State of Florida, having its principal office at 1100 NW 72nd Ave, Miami, 33126; and _____ ("Client" or "Association"), having its principal address at _____ (the "Premises").

WHEREAS, AGENCY is engaged in the business of providing various types and classifications of Security Services:

And WHEREAS, CLIENT desires to hire AGENCY to provide security services, as hereinafter described and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises herein contained and other valuable considerations, receipt of which is hereby acknowledged, the parties hereto (each, a "Party" and collectively, the "Parties") hereby agree as follows.

1. SECURITY SERVICES:

- a. During the term of this Agreement, CLIENT hereby hires and agrees to use, on an exclusive basis, and AGENCY hereby agrees to provide CLIENT, the security services as reflected in EXHIBIT "A" to this Agreement.
- b. The number of security personnel, manned posts, their location, and the hours and nature of the security duties may be varied at the CLIENT'S request to meet CLIENT'S requirements: provided however, that any variations or amendments from the EXHIBIT "A" shall be in writing and signed by both parties to be effective.
- c. AGENCY shall perform such security services as CLIENT may request in writing from time to time, so long as approved by AGENCY in writing. All security personnel shall be and remain employees of AGENCY, which is an independent contractor of CLIENT. The payment of wages, federal and state taxes, social security, and unemployment compensation taxes shall be the sole function and responsibility of the AGENCY. AGENCY may utilize the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement.
- d. CLIENT acknowledges that the degree and amount of security services provided by the AGENCY are based upon the desires and directions provided by CLIENT; and that additional services are available at additional cost. CLIENT acknowledges that the furnishing of security services provided herein by AGENCY does not guarantee protection against all contingencies. AGENCY shall have no obligation to suggest or recommend additional services to CLIENT; and any suggestions or recommendations made by AGENCY shall not constitute or be deemed an acknowledgment that the level or type of services being provided under this Agreement are not sufficient or adequate for the task required.
- e. In the event AGENCY provides service to any additional locations of CLIENT after the date of this Agreement, whether or not specifically enumerated on the EXHIBIT "A", CLIENT shall be bound by all of the terms and conditions, including rates, set forth herein.
- f. CLIENT shall provide, at CLIENT'S sole cost and expense, adequate power at all head-end locations as designated by AGENCY.

CLIENT Representative Signature: _____

Date: _____



- g. CLIENT shall provide, at CLIENT'S sole cost and expense, all required electricity and internet lines with a minimum of 100 Mbps upload/download speeds for most systems to operate. This may require multiple primary and backup lines throughout the premises, the entire cost of which shall be borne by CLIENT. AGENCY'S team will work with internet providers to assist CLIENT, as necessary.
- h. AGENCY'S Virtual Guard Kiosk is a proprietary technology for lease use only. The Kiosk will remain the property of AGENCY throughout the Initial Term of this Agreement (and all Renewal Periods (if any)) and will be removed by AGENCY upon expiration or termination of this Agreement. Access to the Kiosk equipment and application is only allowed to authorized AGENCY'S personnel.
- i. Once the services commence, AGENCY will conduct a "soft opening" giving residents 15 days to get acclimated (e.g., guests will be asked where they are going but no guest will be denied entry).
- j. CLIENT shall immediately notify Regions Security of any malfunctions of the communication link or power outages for lines used by the Security System.
- k. AGENCY agrees that the security services covered by this Agreement shall be performed in accord with accepted security practices and standards. AGENCY further agrees that upon request by the CLIENT, it will reassign any of its employees who in the opinion of the CLIENT are not satisfactory.
- l. AGENCY shall perform all duties in accordance with written instructions as agreed upon between the CLIENT and AGENCY which shall be set forth in EXHIBIT "B", attached hereto and made a part of this Agreement.

2. TERM:

- a. Services furnished by AGENCY shall commence on _____ day of _____ 2025 and shall continue for thirty (36) months ("Initial Term").
- b. After the expiration of the Initial Term, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Period.
- c. In the event that (i) CLIENT terminates this Agreement during the Initial Term without the required notice or (ii) CLIENT terminates this Agreement during the Renewal Period without the required notice or (iii) either party terminates this Agreement for cause, CLIENT shall pay to AGENCY one hundred percent (100%) of the balance due for Services for the remainder of the Initial Term or then current Renewal Period, which sum shall constitute "Liquidated Damages." The undersigned parties intend that the Liquidated Damages constitute compensation, and not a penalty. CLIENT's payment of the Liquidated Damages shall be CLIENT's sole liability and entire obligation and AGENCY's exclusive remedy in the event of a Termination Breach.
- d. In addition to all other rights and remedies available to AGENCY pursuant to this Agreement or by law, AGENCY shall have the right to terminate this Agreement if CLIENT fails to pay any amount when due hereunder and such failure continues for ten (10) consecutive days after CLIENT'S receipt of written notice of nonpayment; provided, however, that the preceding notice and cure requirements imposed on AGENCY shall cease to apply, and AGENCY may terminate this Agreement without prior notice or cure period, in the event that CLIENT fails to pay any amount when due hereunder more than three (3) times in any twelve (12) month period.

CLIENT Representative Signature: _____

Date: _____



3. RATES:

- a. CLIENT shall pay to AGENCY the base rates set forth on the EXHIBIT "A" for the services enumerated therein.
- b. Effective on the anniversary date of each Renewal Period, there shall be a five percent (5%) increase in all billing rates for services provided.
- c. Billing rates are subject to applicable sales and use tax rates.
- d. To the extent Services include non-virtual on-site Services, Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- e. To the extent Services include non-virtual on-site Services, additional service requests requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates. All hours over forty hours worked by an employee, specifically requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates.
- f. AGENCY shall invoice monthly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.
- g. In the event of any change in any law, regulation, ruling, or other such mandate, after the execution of this Agreement, by any authority having restriction over the subject matter, which alters the hours of service, rates of day, working conditions, or cost of performing the service herein provided for, CLIENT agrees that this Agreement shall be automatically subject to change to take into account such increased cost factors.
- h. In the event that AGENCY becomes subject to any additional charges, taxes, fees, or costs relating directly or indirectly to the performance of security services, or on account of the location, character, nature or other aspect of CLIENT'S operations or locations, then such additional charges, taxes, fees, or costs, shall be considered "pass through" expenses and CLIENT shall be liable for its reasonably allocable share of same in addition to all other rates and charges stated herein, and said "pass through" expenses shall be paid by CLIENT as invoiced by AGENCY. If such "pass through" expenses can be computed on the basis of hours of services performed, then the Base Rates, Overtime Rates, and Holiday Rates otherwise stated shall be adjusted accordingly. CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.
- i. Should a condition arise which calls for a substantial increase in the number of security personnel normally used to service CLIENT, AGENCY shall have a reasonable time in which to provide such security personnel. In such event, or in the event of a strike, walk-out, slow-down or other labor dispute or difficulty, whether approved by a labor agreement or not, CLIENT and AGENCY agree to negotiate a change in the rates charged CLIENT during the pendency of such condition.
- j. In the event AGENCY experiences an increase in its cost resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by AGENCY hereunder or by or in respect of AGENCY to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or worker's compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by AGENCY pursuant to

CLIENT Representative Signature: _____

Date: _____



applicable federal, state and/or local law, including, without limitation “Healthcare Reform Legislation Costs” (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in AGENCY’S costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. AGENCY will provide CLIENT notice of such change in the Billing Rates. Notwithstanding anything contained in this paragraph to the contrary, AGENCY may pass through the costs set forth in sub-clauses (1) – (4) of this paragraph to Client as incurred or accrued and CLIENT shall pay AGENCY for such costs. “Healthcare Reform Legislation Costs” shall mean the cost incurred by AGENCY in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and related statutes and regulations (as amended hereafter, the “Act”). CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

4. LIABILITY AND CLAIMS; INSURANCE:

- a. It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- b. In no event shall AGENCY be liable to CLIENT for any claim other than one which arises during the performance of services under this Agreement and which is caused by the gross negligence or intentional misconduct of AGENCY, its employees or agents, and in no event shall AGENCY be liable for any claim caused, directly or indirectly, or in whole or in part, by the acts or omissions of CLIENT or third parties, or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- c. In the event of any claim for which AGENCY is liable, CLIENT agrees that AGENCY liability shall be limited to an amount not to exceed the maximum general liability policy limit required to be carried by AGENCY pursuant to paragraph 4(k) of this Agreement. The limitation of liability set forth in this paragraph 4(c) shall not apply to (i) liability resulting from AGENCY’S gross negligence or willful misconduct and (ii) death or serious bodily injury resulting from AGENCY’S acts or omissions.
- d. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder confer any rights on any other party as third-party beneficiary, or otherwise.
- e. Each party to this Agreement shall defend indemnify and hold harmless the other party, and its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its duties and obligations under this Agreement or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this Agreement.
- f. CLIENT shall give written notice to AGENCY, by registered or certified mail, return receipt requested, of a claim or potential claim arising out of or relating to this Agreement, or the services provided by AGENCY hereunder, within thirty (30) days following the date on which CLIENT knew or should have known of the existence of such claim or potential claim. Such notice shall contain sufficient information as to the time, place, date, nature and extent of the incident giving rise to such claim or potential claim as will enable AGENCY to be properly advised and make a reasonable assessment thereof. Such written notice shall be addressed to the president of AGENCY at the address of AGENCY prescribed in paragraph 7 below.
- g. CLIENT shall provide reasonable cooperation to AGENCY and to such insurer(s) as AGENCY may designate in order that the claim or potential claim may be fully investigated and evaluated by such insurer(s) CLIENT acknowledges that any failure to provide such cooperation may result in the denial of its claim.

CLIENT Representative Signature: _____

Date: _____



- h. No actions, suits, or proceedings to recover any claim arising out of or relating to this Agreement or the services provided by AGENCY shall or may be brought against AGENCY by CLIENT or by any person or party deriving rights or claiming through CLIENT unless written notice of such claim was given to AGENCY in the manner and form set forth in this paragraph 4.
- i. Subject only to the second sentence of this paragraph 4(i), the undersigned parties hereby agree to perform their respective duties and obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by the other party whether under this Agreement, applicable law or otherwise and whether relating to the other party's breach or otherwise. The foregoing waiver shall not apply to money damages awarded to a party in a final, non-appealable judgment entered against the other party.
- j. IF CLIENT agrees security personnel to operate any vehicle during the course or their duties, other than personal vehicle belonging to security personnel or one supplied by AGENCY, CLIENT agrees to indemnify and defend AGENCY against any claims, losses or other expenses that may arise from the use of said vehicle.
- k. AGENCY shall, at its own expense, maintain and carry commercial general liability insurance, workers compensation liability insurance and automobile liability insurance in full force and effect in a sum of no less than One Million Dollars (\$1,000,000) per occurrence with a financially sound and reputable insurer. Upon CLIENT'S request, AGENCY shall provide CLIENT with a certificate of insurance from AGENCY'S insurer evidencing the insurance coverage specified in this paragraph 4(k). The certificate of insurance shall name CLIENT as an additional insured. AGENCY shall provide CLIENT with 15 days' advance written notice in the event of a cancellation or material change in AGENCY'S insurance policy.

5. HAZARDOUS OR DEFECTIVE CONDITIONS/ MATERIALS:

- a. CLIENT agrees to comply with all safety or health-related laws, or government requirements, including but not limited to, all OSHA requirements, including Hazard Communication Standards, and will indemnify and hold AGENCY harmless from all claims and liabilities, including injuries to AGENCY personnel, including employees or agents, arising out of a condition existing at CLIENT'S premises, or CLIENT'S violation of any such laws or requirements.
- b. CLIENT further agrees to: (i) make available to AGENCY the Material Safety Data Sheet (MSDS) for each hazardous chemical to which AGENCY personnel may be exposed at CLIENT'S premises: and (ii) inform AGENCY of: (a) precautionary measure that need to be taken to protect AGENCY personnel, and (b) CLIENT'S hazardous material labeling system.

6. PROHIBITION AGAINST SOLICITATION AND/OR EMPLOYMENT OF REGIONS' PERSONNEL:

It is hereby acknowledged and agreed by the parties that AGENCY is not an employment agency, and that AGENCY has made a substantial investment in its employees. Therefore CLIENT covenants and agrees that (i) during the term, or any extension, of this Agreement, and for a period of one (1) year after its expiration or termination, CLIENT shall not, under any circumstances whatsoever, directly or indirectly through an affiliate, contractor (including, but not limited to, other security firms or agencies) or other agent, solicit for employment or hiring, or employ or engage as an independent contractor, any current or former employee of AGENCY or AGENCY'S successor or assign, (ii) the damages resulting from CLIENT'S breach of the foregoing covenant will not be readily ascertainable and (iii) in the event CLIENT shall violate, or cause or permit the violation of, the restriction and prohibition in clause (i) above, it is expressly agreed that liquidated damages in the amount of \$8,000 for each such AGENCY employee or former employee shall be due and payable to AGENCY on account of its investment in the recruitment, testing, training and supervision of such employees. Notwithstanding the foregoing, in the event that AGENCY shall employ any of CLIENT'S personnel, such personnel will be exempt from this provision.

CLIENT Representative Signature: _____

Date: _____



7. NOTICES:

- a. Except as otherwise provided in paragraph 4 of this Agreement, all notices, request, demands and other communications required or contemplated herein shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the receiving party to the attention of its president at the address set forth in the preface to this Agreement (if to AGENCY) or the first page of the EXHIBIT "A" (if to CLIENT), or to the following fax numbers or e-mail addresses (or at such other address, fax number or e-mail address for a party as shall be specified in a notice given in accordance with this paragraph 7(a)):

AGENCY

Regions Security Services, Inc.
1100 NW 72nd Ave, Miami, FL 33126
Attention: Carlos Rivero, Jr. President & CEO
E-mail: crivero@RegionsSecurity.us

CLIENT

- a. CLIENT shall give written notice to AGENCY not less than thirty (30) days prior to the intended sale or disposition, in any manner, of the CLIENT, its business, or of the facility or property which is the subject of this Agreement. In the event of any action or other litigation or proceeding which may have the effect of impacting adversely upon the CLIENT or its business including but not limited to, a foreclosure action, receivership or bankruptcy proceeding, CLIENT shall give notice to AGENCY immediately upon the occurrence or upon CLIENT first becoming aware of such occurrence.

8. **ATTORNEYS FEES:** In the event either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party shall be entitled to recover from the other all costs of collection and/or enforcement, including reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at all levels, including appeal.

9. BINDING EFFECT:

- a. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns.
- b. In the event of any sale or other disposition of the CLIENT or of the premises or property which is the subject of this Agreement, then in that event, the transferee shall be and shall remain responsible for any obligations or CLIENT outstanding as of the date of transfer, and for all terms and provisions of this Agreement.

10. **RECORDING:** At the option of AGENCY, this Agreement may be recorded in the county in which the real estate being protected is situated, and shall thereupon effect a lien upon the said real estate in favor of AGENCY to the extent of any obligations owed under this Agreement, whether then owed or subsequently accruing, including but not limited to, interest, late charges, reasonable attorneys' fees, and costs of suit.

11. **SEVERABILITY:** If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the Invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

CLIENT Representative Signature: _____

Date: _____



12. **MATERIALITY:** All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement.
13. **ENTIRE AGREEMENT:** This written Agreement, together with the EXHIBIT "A", contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.
14. **MODIFICATION:**
- a. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.
 - b. AGENCY sales personnel are not authorized to sign, change, or amend this Agreement neither this Agreement, nor any modification thereto, shall become binding upon AGENCY until executed by an authorized manager or corporate officer of AGENCY.
15. **GOVERNING LAW:** This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
16. **VENUE:** Any legal action arising out of, in connection with, or by reason of this Agreement, or instituted to enforce this Agreement, must be instituted in a court of competent jurisdiction sitting within the geographical boundaries of Miami-Dade County, Florida, to the jurisdiction of which the parties hereby consent.
17. **FORCE MAJEURE:** Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.
18. **HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date and year above written.

Agreed To and Accepted By

AGENCY Representative Name: _____

Title: _____

AGENCY Representative Signature: _____

Date: _____

Agreed To and Accepted By

CLIENT Representative Name: _____

Title: _____

CLIENT Representative Signature: _____

Date: _____



1100 NW 72nd Ave
Miami, Florida 33126
Website: www.RegionsSecurity.us

Tel: (305) 517-1266
Fax: (305) 517-1267
Tel: (877) 505-7774

Financial Consideration Agreement

Account Information	Site Information
Keys Cove II Community Development District c/o Special District Services 2501 Burns Rd Palm Beach Gardens, FL 33410 Attention: Pablo Jerez, Field Operations Manager Cellular: (786) 413-7150 E-mail: pjerez@sdsinc.org	Keys Cove II Community Development District

Security Guard Services Pricing

Description	Quantity	Billing Rate
Unarmed Security Officer Class "D" Security Licensed in accordance with the Florida Department of Agriculture and Consumer Services Division of Licensing, unarmed, proven customer service skills, and strong communication skills. Rover Schedule: Monday-Sunday 24 Hours Per Day	168 Weekly Hours	\$23.52 Per Hour
Patrol Vehicle (Gas) One (1) officially marked patrol vehicle with the company's logo used by the security personnel assuring the supervision and patrolling of the property. Client must provide a secure location to store vehicle. Client will be billed separately for fuel consumption. 1-year contract required. 	1	\$325.00 Per Week

Security Cost Projection

Description	Bill Rate	Weekly	Monthly	Annually
Regular Coverage	\$23.52	\$3,951.36	\$17,122.56	\$205,470.72
Holiday Coverage		\$32.57	\$141.12	\$1,693.44
Patrol Vehicle	\$325.00	\$325.00	\$1,408.33	\$16,900.00
Subtotal		\$4,308.93	\$18,672.01	\$224,064.16
Taxes	0%	\$0.00	\$0.00	\$0.00
Total		\$4,308.93	\$18,672.01	\$224,064.16

Note: Fuel will be charged separately. We estimate fuel consumption at approximately \$1.25 per hour of service, though this rate may fluctuate based on current fuel prices.

Commencement Date:

Expiration Date:

Agreed To and Accepted By:

Client Representative Signature: _____

Client Representative Name: _____

Client Representative Title: _____ Date: _____

Added Values Included at No Additional Cost

Technology Device with Phone Line

One (1) technology device for real-time incident and shift activity reporting with dedicated phone line. All discrepancies and violations will be reported to the client electronically. Incident Reports shall be completed in the event an incident occurs.



Guard Tour System (if applicable)

One (1) guard tour system shall be used to monitor if security personnel assigned to a tour patrol task are completing their duties on time and at their correct locations. This feature is a software compliment of the technology device as shown above. Small QR Code cards or NFC tags are placed strategically in all critical locations to mark the exact time and place security personnel conducted their inspection of that assigned area.



Parking Compliance (if applicable)

Equipment and materials such as Violation Warning Notices shall be supplied to record and monitor parking violations in accordance with the prescribed Rules and Regulations while patrolling all common areas of the property.



Comprehensive Post Order Development and Semiannual Post-Specific Training

Post Orders shall be developed and updated as per the client's needs. Training shall be provided to security personnel as needed or as required.



Field Supervision & Property Inspections

Field Supervisors are assigned to inspect the property and security personnel on a random basis. Field Supervisors shall conduct property inspections and report lighting and parking issues when observed to the client.

24/7 Dispatch Communication Center

Client and security personnel can contact our Dispatch Communication Center 24 hours a day 7 days a week for assistance.

Security Guard Management System



Added Values: At no additional cost to the client, Added Values shall be provided. Additional services not described herein shall be addressed and approved or disapproved in writing.



Security Services Agreement **Terms & Conditions**

This agreement (this "Agreement") entered into as of this _____ day of _____, 2025 by and between REGIONS SECURITY SERVICES, INC. "AGENCY" a corporation formed under the laws of the State of Florida, having its principal office at 1100 NW 72nd Ave, Miami, 33126; and "CLIENT", as described on the Financial Consideration Agreement No. 0182025 (hereinafter "FCA").

WHEREAS, AGENCY is engaged in the business of providing various types and classifications of Security Services:

And WHEREAS, CLIENT desires to hire AGENCY to provide security services, as hereinafter described and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises herein contained and other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree to the terms and conditions set forth herein, which CLIENT has read and accepted.

1. SECURITY SERVICES:

- a. During the term of this Agreement, CLIENT hereby hires and agrees to use, on an exclusive basis, and AGENCY hereby agrees to provide CLIENT, the security services described on the FCA to this Agreement.
- b. The number of security personnel, manned posts, their location, and the hours and nature of the security duties may be varied at the CLIENT'S request to meet CLIENT'S requirements: provided however, that any variations or amendments from the FCA shall be in writing and signed by both parties in order to be effective.
- c. Security personnel shall perform such security services as the CLIENT may request in writing from time to time, so long as approved by AGENCY in writing. All security personnel shall be and remain employees of AGENCY, which is an independent contractor of CLIENT. The payment of wages, federal and state taxes, social security, and unemployment compensation taxes shall be the sole function and responsibility of AGENCY. AGENCY may utilize the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement.
- d. CLIENT acknowledges that the degree and amount of security services provided by AGENCY are based upon the desires and directions provided by CLIENT; and that additional services are available at additional cost. CLIENT acknowledges that the furnishing of security services provided for herein by AGENCY does not guarantee protection against all contingencies. AGENCY shall have no obligation to suggest or recommend additional services to CLIENT; and any suggestions or recommendations made by AGENCY shall not constitute or be deemed an acknowledgment that the level or type of services being provided under this Agreement are not sufficient or adequate for the task required.
- e. In the event AGENCY provides service to any additional locations of CLIENT after the date of this Agreement, whether or not specifically enumerated on the FCA, CLIENT shall be bound by all of the terms and conditions, including rates, set forth herein.
- f. AGENCY shall furnish properly equipped security personnel to perform security services at the CLIENT'S installations located as stated on the FCA.

CLIENT Representative Signature: _____

Date: _____



- g. AGENCY agrees that the security services covered by this Agreement shall be performed in accord with accepted security practices and standards. AGENCY further agrees that upon request by the CLIENT, it will reassign any of its employees who in the opinion of the CLIENT are not satisfactory.
- h. Security personnel shall perform all duties in accordance with written instructions as agreed upon between the CLIENT and AGENCY which shall be set forth in FCA, attached hereto and made a part of this Agreement.

2. TERM:

- a. Services furnished by AGENCY shall commence on the COMMENCEMENT DATE stated on the FCA and shall continue for one (1) year unless this Agreement expires or is terminated in accordance with the terms hereof.
- b. This Agreement is for a specific term that is, with a fixed COMMENCEMENT DATE and an EXPIRATION DATE stated on the FCA:
 - i. This Agreement may be canceled by either party with cause, which shall require thirty (30) days' prior written notice delivered in accordance with paragraph 7 below.
 - ii. This Agreement shall renew for successive like terms, subject to all terms and provisions of this Agreement, unless CLIENT shall give no less than sixty (60) days' prior written notice in accordance with paragraph 7 below of its intention that this Agreement not be renewed.
 - iii. In the event CLIENT terminates this Agreement without the required notice (a "Termination Breach"), CLIENT shall pay to AGENCY an amount equal to the aggregate amount invoiced by AGENCY to CLIENT for the ninety (90) day period immediately preceding the termination date, which sum shall constitute "Liquidated Damages." The undersigned parties intend that the Liquidated Damages constitute compensation, and not a penalty. Furthermore, the undersigned parties acknowledge and agree that AGENCY's harm caused by the Termination Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Termination Breach. CLIENT's payment of the Liquidated Damages shall be CLIENT's sole liability and entire obligation and AGENCY's exclusive remedy in the event of a Termination Breach.
- c. In the event CLIENT determines that cause exists for the termination of this Agreement, CLIENT shall give written notice to AGENCY in the manner specified in paragraph 7, below stating with particularity the alleged "cause". AGENCY shall then have a period of fifteen (15) business days from the receipt of such notice to cure to CLIENTS reasonable satisfaction, failing which CLIENT may elect to terminate this Agreement.
- d. In addition to all other rights and remedies available to AGENCY pursuant to this Agreement or by law, AGENCY shall have the right to terminate this Agreement if CLIENT fails to pay any amount when due hereunder and such failure continues for ten (10) consecutive days after CLIENT'S receipt of written notice of nonpayment; provided, however, that the preceding notice and cure requirements imposed on AGENCY shall cease to apply, and AGENCY may terminate this Agreement without prior notice or cure period, in the event that CLIENT fails to pay any amount when due hereunder more than three (3) times in any twelve (12) month period.

CLIENT Representative Signature: _____

Date: _____



3. RATES:

- a. CLIENT shall pay to AGENCY the base rates set forth on the FCA for the services enumerated therein.
- b. There shall be five (5%) percent increase as to all billing rates for services provided effective on January 1st of each calendar year.
- c. Billing rates are subject to applicable sales and use tax rates.
- d. Services provided on holidays shall be billed at a rate of time and one half of the standard billing rates on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- e. Additional service requests requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates. All hours over forty hours worked by an employee, specifically requested by CLIENT shall be billed at a rate of time and one half of the standard billing rates.
- f. AGENCY shall invoice biweekly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 15th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5% per month, but in no event to exceed the maximum lawful rate.
- g. In the event of any change in any law, regulation, ruling, or other such mandate, after the execution of this Agreement, by any authority having restriction over the subject matter, which alters the hours of service, rates of day, working conditions, or cost of performing the service herein provided for, CLIENT agrees that this Agreement shall be automatically subject to change to take into account such increased cost factors.
- h. In the event that AGENCY becomes subject to any additional charges, taxes, fees, or costs relating directly or indirectly to the performance of security services, or on account of the location, character, nature or other aspect of CLIENT'S operations or locations, then such additional charges, taxes, fees, or costs, shall be considered "pass through" expenses and CLIENT shall be liable for its reasonably allocable share of same in addition to all other rates and charges stated herein, and said "pass through" expenses shall be paid by CLIENT as invoiced by AGENCY. If such "pass through" expenses can be computed on the basis of hours of services performed, then the Base Rates, Overtime Rates, and Holiday Rates otherwise stated shall be adjusted accordingly. CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.
- i. Should a condition arise which calls for a substantial increase in the number of security personnel normally used to service CLIENT, AGENCY shall have a reasonable time in which to provide such security personnel. In such event, or in the event of a strike, walk-out, slow-down or other labor dispute or difficulty, whether approved by a labor agreement or not, CLIENT and AGENCY agree to negotiate a change in the rates charged CLIENT during the pendency of such condition.
- j. In the event AGENCY experiences an increase in its cost resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by AGENCY hereunder or by or in respect of AGENCY to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or worker's compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by AGENCY pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage

CLIENT Representative Signature: _____

Date: _____



increase in AGENCY'S costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. AGENCY will provide CLIENT notice of such change in the Billing Rates. Notwithstanding anything contained in this paragraph to the contrary, AGENCY may pass through the costs set forth in sub-clauses (1) – (4) of this paragraph to Client as incurred or accrued and CLIENT shall pay AGENCY for such costs. "Healthcare Reform Legislation Costs" shall mean the cost incurred by AGENCY in respect of the employee medical, welfare and other benefit requirements under the Patient Protection and Affordable Care Act of 2010 and related statutes and regulations (as amended hereafter, the "Act"). CLIENT and AGENCY shall agree to any changes in writing and signed by both parties in order to be effective.

4. LIABILITY AND CLAIMS; INSURANCE:

- a. It is agreed and understood that AGENCY is not an insurer of property or persons guarded. AGENCY makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- b. In no event shall AGENCY be liable to CLIENT for any claim other than one which arises during the performance of services under this Agreement and which is caused by the gross negligence or intentional misconduct of AGENCY, its employees or agents, and in no event shall AGENCY be liable for any claim caused, directly or indirectly, or in whole or in part, by the acts or omissions of CLIENT or third parties, or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- c. In the event of any claim for which AGENCY is liable, CLIENT agrees that AGENCY liability shall be limited to an amount not to exceed the maximum general liability policy limit required to be carried by AGENCY pursuant to paragraph 4(k) of this Agreement. The limitation of liability set forth in this paragraph 4(c) shall not apply to (i) liability resulting from AGENCY'S gross negligence or willful misconduct and (ii) death or serious bodily injury resulting from AGENCY'S acts or omissions.
- d. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder confer any rights on any other party as third-party beneficiary, or otherwise.
- e. Each party to this Agreement shall defend indemnify and hold harmless the other party, and its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its duties and obligations under this Agreement or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this Agreement.
- f. CLIENT shall give written notice to AGENCY, by registered or certified mail, return receipt requested, of a claim or potential claim arising out of or relating to this Agreement, or the services provided by AGENCY hereunder, within thirty (30) days following the date on which CLIENT knew or should have known of the existence of such claim or potential claim. Such notice shall contain sufficient information as to the time, place, date, nature and extent of the incident giving rise to such claim or potential claim as will enable AGENCY to be properly advised and make a reasonable assessment thereof. Such written notice shall be addressed to the president of AGENCY at the address of AGENCY prescribed in paragraph 7 below.
- g. CLIENT shall provide reasonable cooperation to AGENCY and to such insurer(s) as AGENCY may designate in order that the claim or potential claim may be fully investigated and evaluated by such insurer(s) CLIENT acknowledges that any failure to provide such cooperation may result in the denial of its claim.

CLIENT Representative Signature: _____

Date: _____



- h. No actions, suits, or proceedings to recover any claim arising out of or relating to this Agreement or the services provided by AGENCY shall or may be brought against AGENCY by CLIENT or by any person or party deriving rights or claiming through CLIENT unless written notice of such claim was given to AGENCY in the manner and form set forth in this paragraph 4.
- i. Subject only to the second sentence of this paragraph 4(i), the undersigned parties hereby agree to perform their respective duties and obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by the other party whether under this Agreement, applicable law or otherwise and whether relating to the other party's breach or otherwise. The foregoing waiver shall not apply to money damages awarded to a party in a final, non-appealable judgment entered against the other party.
- j. IF CLIENT agrees security personnel to operate any vehicle during the course or their duties, other than personal vehicle belonging to security personnel or one supplied by AGENCY, CLIENT agrees to indemnify and defend AGENCY against any claims, losses or other expenses that may arise from the use of said vehicle.
- k. AGENCY shall, at its own expense, maintain and carry commercial general liability insurance, workers compensation liability insurance and automobile liability insurance in full force and effect in a sum of no less than One Million Dollars (\$1,000,000) per occurrence with a financially sound and reputable insurer. Upon CLIENT'S request, AGENCY shall provide CLIENT with a certificate of insurance from AGENCY'S insurer evidencing the insurance coverage specified in this paragraph 4(k). The certificate of insurance shall name CLIENT as an additional insured. AGENCY shall provide CLIENT with 15 days' advance written notice in the event of a cancellation or material change in AGENCY'S insurance policy.

5. HAZARDOUS OR DEFECTIVE CONDITIONS/ MATERIALS:

- a. CLIENT agrees to comply with all safety or health-related laws, or government requirements, including but not limited to, all OSHA requirements, including Hazard Communication Standards, and will indemnify and hold AGENCY harmless from all claims and liabilities, including injuries to AGENCY personnel, including employees or agents, arising out of a condition existing at CLIENT'S premises, or CLIENT'S violation of any such laws or requirements.
- b. CLIENT further agrees to: (i) make available to AGENCY the Material Safety Data Sheet (MSDS) for each hazardous chemical to which AGENCY personnel may be exposed at CLIENT'S premises; and (ii) inform AGENCY of: (a) precautionary measure that need to be taken to protect AGENCY personnel, and (b) CLIENT'S hazardous material labeling system.

6. PROHIBITION AGAINST SOLICITATION AND/OR EMPLOYMENT OF REGIONS' PERSONNEL:

It is hereby acknowledged and agreed by the parties that AGENCY is not an employment agency, and that AGENCY has made a substantial investment in its employees. Therefore CLIENT covenants and agrees that (i) during the term, or any extension, of this Agreement, and for a period of one (1) year after its expiration or termination, CLIENT shall not, under any circumstances whatsoever, directly or indirectly through an affiliate, contractor (including, but not limited to, other security firms or agencies) or other agent, solicit for employment or hiring, or employ or engage as an independent contractor, any current or former employee of AGENCY or AGENCY'S successor or assign, (ii) the damages resulting from CLIENT'S breach of the foregoing covenant will not be readily ascertainable and (iii) in the event CLIENT shall violate, or cause or permit the violation of, the restriction and prohibition in clause (i) above, it is expressly agreed that liquidated damages in the amount of \$8,000 for each such AGENCY employee or former employee shall be due and payable to AGENCY on account of its investment in the recruitment, testing, training and supervision of such employees. Notwithstanding the foregoing, in the event that AGENCY shall employ any of CLIENT'S personnel, such personnel will be exempt from this provision.

CLIENT Representative Signature: _____

Date: _____



7. NOTICES:

- a. Except as otherwise provided in paragraph 4 of this Agreement, all notices, request, demands and other communications required or contemplated herein shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the receiving party to the attention of its president at the address set forth in the preface to this Agreement (if to AGENCY) or the first page of the FCA (if to CLIENT), or to the following fax numbers or e-mail addresses (or at such other address, fax number or e-mail address for a party as shall be specified in a notice given in accordance with this paragraph 7(a)):

AGENCY

Fax: (305) 517-1267

E-mail: crivero@RegionsSecurity.us

CLIENT

Fax: _____

E-mail: _____

- b. CLIENT shall give written notice to AGENCY not less than thirty (30) days prior to the intended sale or disposition, in any manner, of the CLIENT, its business, or of the facility or property which is the subject of this Agreement. In the event of any action or other litigation or proceeding which may have the effect of impacting adversely upon the CLIENT or its business including but not limited to, a foreclosure action, receivership or bankruptcy proceeding, CLIENT shall give notice to AGENCY immediately upon the occurrence or upon CLIENT first becoming aware of such occurrence.

8. **ATTORNEYS FEES:** In the event it shall become necessary for AGENCY to refer any amounts due from CLIENT to an attorney for collection, or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other all costs of collection and/or enforcement, including reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at all levels, including appeal.

9. BINDING EFFECT:

- a. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns.
- b. In the event of any sale or other disposition of the CLIENT or of the premises or property which is the subject of this Agreement, then in that event, the transferee shall be and shall remain responsible for any obligations or CLIENT outstanding as of the date of transfer, and for all terms and provisions of this Agreement.

10. **RECORDING:** At the option of AGENCY, this Agreement may be recorded in the county in which the real estate being protected is situated, and shall thereupon effect a lien upon the said real estate in favor of AGENCY to the extent of any obligations owed under this Agreement, whether then owed or subsequently accruing, including but not limited to, interest, late charges, reasonable attorneys' fees, and costs of suit.

11. **SEVERABILITY:** If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the Invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect, and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

CLIENT Representative Signature: _____

Date: _____



- 12. MATERIALITY:** All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement.
- 13. ENTIRE AGREEMENT:** This written Agreement, together with the FCA, contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.
- 14. MODIFICATION:**
- a. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.
 - b. AGENCY sales personnel are not authorized to sign, change, or amend this Agreement neither this Agreement, nor any modification thereto, shall become binding upon AGENCY until executed by an authorized manager or corporate officer of AGENCY.
- 15. GOVERNING LAW:** This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- 16. VENUE:** Any legal action arising out of, in connection with, or by reason of this Agreement, or instituted to enforce this Agreement, must be instituted in a court of competent jurisdiction sitting within the geographical boundaries of Miami-Dade County, Florida, to the jurisdiction of which the parties hereby consent.
- 17. FORCE MAJEURE:** Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.
- 18. HEADINGS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date and year above written.

Agreed To and Accepted By

AGENCY Representative Name: _____ Title: _____

AGENCY Representative Signature: _____ Date: _____

Agreed To and Accepted By

CLIENT Representative Name: _____ Title: _____

CLIENT Representative Signature: _____ Date: _____

RESOLUTION NO. 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Keys Cove II Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

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

PASSED, ADOPTED and BECOMES EFFECTIVE this 12th day of November, 2025.

ATTEST:

**KEYS COVE II
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Keys Cove II Community Development District

**Amended Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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AMENDED FINAL BUDGET
KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
ADMINISTRATIVE ASSESSMENTS	110,087	113,928	113,928
MAINTENANCE ASSESSMENTS	817,021	817,021	817,021
DEBT ASSESSMENTS	314,530	314,530	314,530
OTHER REVENUES	0	0	0
INTEREST INCOME	1,200	13,900	13,717
TOTAL REVENUES	\$ 1,242,838	\$ 1,259,379	\$ 1,259,196
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	8,000	3,200	3,200
PAYROLL TAXES	612	212	212
MANAGEMENT	37,620	37,620	37,620
SECRETARIAL & FIELD OPERATIONS	9,000	9,000	9,000
LEGAL	12,000	19,610	19,610
ASSESSMENT ROLL	10,000	10,000	10,000
AUDIT FEES	3,800	3,400	3,400
ARBITRAGE REBATE FEE	650	0	0
INSURANCE	8,500	8,796	8,796
LEGAL ADVERTISING	2,000	5,200	4,146
MISCELLANEOUS	1,700	2,600	2,360
POSTAGE	825	875	836
OFFICE SUPPLIES	700	600	530
DUES & SUBSCRIPTIONS	175	175	175
TRUSTEE FEES	4,700	4,246	4,246
CONTINUING DISCLOSURE FEE	500	350	350
WEBSITE MANAGEMENT	2,000	2,000	2,000
ADMINISTRATIVE CONTINGENCY	1,900	1,900	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 104,682	\$ 109,784	\$ 106,481
MAINTENANCE EXPENDITURES			
ENGINEERING/INSPECTIONS	3,000	5,947	5,947
ANNUAL LANDSCAPE & IRRIGATION MAINTENANCE SERVICES	280,000	320,000	297,473
LANDSCAPING UPKEEP	35,000	2,500	0
IRRIGATION MAINTENANCE & UPKEEP	25,000	44,000	38,243
STREET/ROADWAY MAINTENANCE & UPKEEP	15,000	80,000	76,046
SECURITY SERVICES/ENTRANCE & PARKING ENFORCEMENT	142,000	180,000	167,184
OFF DUTY POLICE	25,000	11,000	10,229
GUARD HOUSE UTILITIES & GATE MAINTENANCE	20,000	25,000	22,440
FP&L POWER - STREET LIGHTS/IRRIGATION PUMP STATIONS	40,000	24,450	24,450
STREET LIGHTING REPAIR/MAINTENANCE	18,000	60,000	54,885
LAKE FOUNTAIN INSTALLATION/MAINTENANCE	50,000	2,500	0
JANITORIAL SERVICES	45,000	56,000	53,320
PLAYGROUND MAINTENANCE	5,000	500	0
MISCELLANEOUS MAINTENANCE	35,000	115,000	100,598
RODENT CONTROL	0	480	300
HOLIDAY LIGHTING	30,000	54,185	54,185
TOTAL MAINTENANCE EXPENDITURES	\$ 768,000	\$ 981,562	\$ 905,300
TOTAL EXPENDITURES	\$ 872,682	\$ 1,091,346	\$ 1,011,781
EXCESS/ (SHORTFALL)	\$ 370,156	\$ 168,033	\$ 247,415
BOND PAYMENTS	(295,658)	(300,421)	(300,421)
BALANCE	\$ 74,498	\$ (132,388)	\$ (53,006)
COUNTY APPRAISER & TAX COLLECTOR FEE	(24,832)	(11,959)	(11,959)
DISCOUNTS FOR EARLY PAYMENTS	(49,666)	(47,363)	(47,363)
EXCESS/ (SHORTFALL)	\$ -	\$ (191,710)	\$ (112,328)
CARRYOVER FROM PRIOR YEAR	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (191,710)	\$ (112,328)

FUND BALANCE AS OF 9/30/24	\$202,031
FY 2024/2025 ACTIVITY	(\$191,710)
FUND BALANCE AS OF 9/30/25	\$10,321

AMENDED FINAL BUDGET
KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	400	6,022	6,022
NAV Tax Collection	295,658	300,421	300,421
Total Revenues	\$ 296,058	\$ 306,443	\$ 306,443
EXPENDITURES			
Principal Payments	194,000	194,000	194,000
Interest Payments	98,192	101,713	101,713
Bond Redemption	3,866	0	0
Total Expenditures	\$ 296,058	\$ 295,713	\$ 295,713
EXCESS/ (SHORTFALL)	\$ -	\$ 10,730	\$ 10,730

FUND BALANCE AS OF 9/30/24	\$91,508
FY 2024/2025 ACTIVITY	\$10,730
FUND BALANCE AS OF 9/30/25	\$102,238

Note*: Revenue Fund Balance = \$99,909.
Prepayment Fund Balance = \$2,329.
Interest Account Balance To Be Used To Make 11/1/2025 Interest Payment Of \$47,335.
* Approximate Amounts

Series 2022 Bond Refunding Information

Original Par Amount =	\$3,264,000	Annual Principal Payments Due =
Interest Rate =	3.63%	May 1st
Issue Date =	May 2022	Annual Interest Payments Due =
Maturity Date =	May 2036	May 1st & November 1st
Par Amount As Of 9/30/25 =	\$2,608,000	

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Keys Cove II Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of November, 2025.

ATTEST:

**KEYS COVE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- “No findings” for annual financial audit (yes/no)
 - If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)

RESOLUTION NO. 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Keys Cove II Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2025-09 on November 12, 2025, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of November, 2025.

ATTEST:

**KEYS COVE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (YES)
- Meeting minutes and post-meeting action completed (YES)
- District records retained as required by law (YES)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (YES)
- District amended budget at end of fiscal year (YES)
- District accounts receivable/payable processed for the year (YES)
- “No findings” for annual financial audit (NO)
 - If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (YES)
- Contracted Services in force for all District operations (YES)
- Permits in compliance (YES)

**Interlocal Access Agreement for Local Government Publication of Legal
Advertisements and Public Notices on County Designated Website**

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and _____, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

By: _____

____ day of _____, 20____

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

ATTEST:

By: _____
LOCAL GOVERNMENT MAYOR/ TITLE

CITY CLERK

Print Name

____ day of _____, 20____

Approved as to form
and legal sufficiency:

RESOLUTION 2025-10

A RESOLUTION OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; APPROVING SAME; PROVIDING FOR AUTHORIZED SIGNATORIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the District has found that cost of publishing advertisements and public notices of the District on the Miami-Dade County website (legalads.miamidade.gov) (the "County Designated Website") is a lower cost alternative to the cost of publishing advertisements and public notices in print in a newspaper.

WHEREAS, pursuant to Sections 50.011 and 50.0311, Florida Statutes, the Board of Supervisors is authorized and desires to publish certain advertisements and public notices of the District on the County Designated Website;

WHEREAS, at its meeting on **October 28, 2025**, the Board approved the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website (the "ILA") between the District and Miami-Dade County, Florida (the "County"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has authorized **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Melony Fogelstrom**, as Chair of the Board of Supervisors of the District, or **Tomas Simonson**, as Vice-Chair of the Board of Supervisors of the District, to execute the ILA and any other documents related to the ILA; and

WHEREAS, the District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including, but not limited to, the publication of advertisements and public notices on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, THAT;

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

Section 2. That **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Melony Fogelstrom**, as Chair of the Board of Supervisors of the District, or **Tomas Simonson**, as Vice-Chair of the Board of Supervisors, are authorized, on behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

Section 3. The District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including but not limited to the publication of advertisements and public notices on behalf of the District.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 12th DAY OF November, 2025.

ATTEST:

**KEYS COVE II
COMMUNITY DEVELOPMENT DISTRICT**

Print Name: _____

Secretary/Assistant Secretary

Print Name: _____

Chair / Vice-Chair, Board of Supervisors