

Kings Creek II Community Development District

May 26, 2026

Agenda Package

TEAMS MEETING INFORMATION

[Join the meeting now](#)

Meeting ID: 271 605 873 009 0 Passcode: DJ2Fh785

Dial-in by phone [+1 646-838-1601](tel:+16468381601) Pin: 400 436 316#

2005 PAN AM CIRCLE SUITE 300
TAMPA, FLORIDA 33607

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Kings Creek II Community Development Districts

Board of Supervisors

Carlos de la Ossa, Chairman
Nick Dister, Vice Chairperson
Keith Hyatt, Assistant Secretary
Daniel Pickett, Assistant Secretary
Jennifer Goldyn, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Jayna Cooper, District Manager
Jere Earlywine, District Counsel
Rollamay Turkoane, District Manager
Tonja Stewart, District Engineer
Brooke (Chapman) Jones, District Manager

Meeting Agenda

Tuesday, May 26, 2026 at 1:00 p.m.

The Regular Meeting & Public Hearing of the Kings Creek II Community Development District will be held on **Tuesday, May 26, 2026 at 1:00 p.m.** at **Office Evolution located at 12574 Flagler Center Blvd Jacksonville FL 32258**. For those who intend to call in below is the Teams link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Microsoft Teams Meeting:

[Join the meeting now](#)

Meeting ID: 271 605 873 009 0 Passcode: DJ2Fh785

Phone #: [+1 646-838-1601](tel:+16468381601) Pin: 400 436 316#

All cellular phones and pagers must be turned off during the meeting.

THE REGULAR MEETING & PUBLIC HEARING AND PUBLIC HEARING OF BOARD OF SUPERVISORS

1. CALL TO ORDER

2. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

3. RECESS TO PUBLIC HEARINGS

4. PUBLIC HEARING ON UNIFORM METHOD OF COLLECTION

- A. Open Public Hearing on Uniform Method of Collection
- B. Close Public Hearing on Uniform Method of Collection
- C. Consideration of Resolution 2026-39; Uniform Method of Collection

5. RETURN AND PROCEED TO REGULAR MEETING

6. BUSINESS ITEMS

- A. Consideration of Resolution 2026-40; Approving FY 2026-2027 Proposed Budget and Setting Public Hearing
- B. Consideration of Consent to Amend Boundaries (Contraction)
- C. Annual Notice of Qualified Electors – 0

7. CONSENT AGENDA

- A. Approval of Minutes of the March 10, 2026, Special Meeting
- B. Ratification of Brown & Brown Insurance Proposal

8. STAFF REPORTS

- A. District Counsel
- B. District Manager
- C. District Engineer

9. BOARD MEMBERS & AUDIENCE COMMENTS

10. ADJOURNMENT

RESOLUTION 2026-39

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK II COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE KINGS CREEK II COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kings Creek II Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Duval County, Florida, for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Duval County, Florida, and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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 26th day of May, 2026.

ATTEST:

**KINGS CREEK II COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Legal Description

Exhibit A
Property Description



14775 Old St. Augustine Road, Jacksonville, Florida 32258
etmnc.com | 904.642.8550

Revised May 20, 2025
August 5, 2024
Page 1 of 3

Work Order No. 24-165.01
File No. 130C-34.01B

Kings Creek II CDD
Parcel 2

All of fractional Sections 7 and 8, a portion of fractional Sections 17 and 18, and a portion of Sections 19 and 20, all lying in Township 1 North, Range 26 East, Duval County, Florida, being a portion of Parcel A, as described and recorded in Official Records Book 20900, page 374, of the current Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of Lot 12 (as monumented), as depicted on Subdivision of Part of the David O. Ogilvie Estate, recorded in Plat Book 6, page 70, of said current Public Records; thence South $01^{\circ}19'13''$ West, along the Westerly line of said Lot 12, a distance of 981.44 feet to the Southwesterly corner thereof, said corner lying on the Easterly line of said fractional Section 8 (as monumented); thence South $01^{\circ}20'39''$ West, along said Easterly line, 653.71 feet to the Northeasterly corner of said fractional Section 17 (as monumented); thence South $00^{\circ}13'20''$ West, along the Easterly line of said fractional Section 17, a distance of 2650.58 feet to a point lying on the Southerly line of the South one-half of the North one-half of said fractional Section 17 (as monumented); thence South $88^{\circ}38'48''$ West, departing said Easterly line and along said Southerly line, 1900.06 feet to a point lying on the Easterly line of the West 45 acres of the North one-half of the South one-half of said fractional Section 17 (as monumented); thence South $00^{\circ}46'56''$ East, departing said Southerly line and along said Easterly line, 1312.82 feet to a point lying on the Northerly line of the South one-quarter of said fractional Section 17 (as monumented); thence North $88^{\circ}46'51''$ East, departing said Easterly line and along said Northerly line, 1820.72 feet to its intersection with the Westerly right of way line of Eagerton Road, a 66 foot right of way as presently established; thence South $00^{\circ}47'17''$ East, departing said Northerly line and along said Westerly right of way line, 664.12 feet to its intersection with the Northerly line of the South one-half of the East 55 acres of the South one-quarter of said fractional Section 17 (as monumented); thence South $89^{\circ}03'09''$ West, departing said Westerly right of way line and along said Northerly line, 1798.61 feet to a point lying on the Westerly line of said South one-half of the East 55 acres of the South one-quarter of said fractional Section 17 (as monumented); thence South $00^{\circ}46'21''$ East, departing said Northerly line and along said Westerly line, 657.40 feet to a point lying on the Northerly line of said Section 20; thence South $88^{\circ}54'53''$ West, departing said Westerly line and along said Northerly line, 181.84 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 14707, page 1126, of said current Public Records (as monumented); thence South $00^{\circ}31'33''$ East, departing said Northerly line, along the Westerly line of said Official Records Book 14707, page 1126, and along the Westerly line of Parcel "B" as described and recorded in Official Records Volume 3728, page 762, of said current Public Records (as monumented), a distance of 1296.21 feet to the Southeasterly corner of the Northwest one-quarter of the Northwest one-quarter of said Section 20 (as monumented); thence South $88^{\circ}32'17''$ West, departing last said Westerly line and along the Southerly line of said Northwest one-quarter of the Northwest one-quarter of Section 20, a distance of 1315.09 feet to the Southwesterly corner thereof (as monumented), said corner lying on the

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Exhibit 2
Page 1 of 8

**Kings Creek II CDD
Parcel 2 (continued)**

Westerly line of said Section 20; thence South 00°07'30" East, along said Westerly line, 1282.90 feet; thence South 00°07'19" East, continuing along said Westerly line, 456.69 feet to its intersection with the Northeasterly right of way line of State Road No. 115 (Lem Turner Road), a variable width right of way as presently established; thence Northwesterly along said Northeasterly right of way line the following 4 courses: Course 1, thence North 74°21'25" West, departing said Westerly line, 15.45 feet to the point of curvature of a curve concave Northeasterly having a radius of 1876.86 feet; Course 2, thence Northwesterly along the arc of said curve, through a central angle of 31°43'00", an arc length of 1038.96 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 58°29'55" West, 1025.74 feet; Course 3, thence North 47°21'35" East, along a non-tangent line, 17.00 feet; Course 4, thence North 42°38'25" West, 3711.32 feet; thence South 80°19'41" East, departing said Northeasterly right of way line, 438.86 feet; thence North 46°48'13" East, 351.39 feet; thence North 26°05'37" West, 543.70 feet; thence North 53°48'43" East, 730.24 feet; thence North 52°08'31" West, 1254.26 feet; thence South 62°16'45" West, 488.29 feet to a point lying on the Easterly line of Parcel "B", as described and recorded in Official Records Book 20070, page 1234, of said current Public Records; thence South 00°41'02" West, along said Easterly line, 204.71 feet; thence South 65°18'24" West, departing said Easterly line, 28.87 feet; thence North 37°49'54" West, 35.29 feet; thence North 36°34'37" West, 16.13 feet; thence North 26°40'08" West, 42.45 feet; thence North 82°30'53" West, 32.30 feet; thence South 62°28'13" West, 35.22 feet; thence North 67°13'48" West, 31.99 feet; thence South 07°04'22" West, 40.99 feet; thence South 38°53'25" East, 39.16 feet; thence South 13°53'32" East, 38.72 feet; thence North 87°39'49" East, 34.40 feet; thence South 18°33'59" East, 53.44 feet; thence South 67°31'06" East, 26.13 feet; thence South 10°01'19" West, 45.40 feet; thence North 85°01'30" West, 21.90 feet; thence South 71°49'29" West, 39.58 feet; thence South 10°49'02" West, 28.37 feet; thence South 28°38'15" East, 16.06 feet; thence South 28°35'12" East, 22.38 feet; thence South 18°31'24" East, 31.22 feet; thence South 18°50'39" West, 39.69 feet; thence South 00°08'01" West, 31.68 feet; thence South 36°29'29" West, 27.76 feet; thence South 53°32'16" West, 56.39 feet; thence South 01°03'58" East, 51.33 feet; thence South 11°56'10" East, 40.53 feet; thence South 64°36'35" West, 41.18 feet; thence North 08°03'57" West, 41.80 feet; thence South 75°02'54" West, 44.91 feet; thence South 50°33'40" West, 36.68 feet; thence South 40°24'22" West, 73.48 feet; thence South 80°25'12" West, 39.20 feet; thence South 35°32'04" West, 41.50 feet to a point lying on said Northeasterly right of way line of State Road No. 115; thence North 42°38'25" West, along said Northeasterly right of way line, 1354.77 feet to the Southwesterly corner of said Parcel "B"; thence North 00°46'03" East, departing said Northeasterly right of way line and along the Westerly line of said Parcel "B", 3029.51 feet to the Northwesterly corner thereof, said corner lying on the Southerly line of Section 41 of the William Gibson Grant (as monumented), said Township and Range; thence North 77°30'15" East, along said Southerly line, 8629.00 feet to the Point of Beginning.

Containing 1150.70 acres, more or less.

Revised May 20, 2025
August 5, 2024
Page 3 of 3

Work Order No. 24-165.01
File No. 130C-34.01C

**Kings Creek II CDD
Parcel 3**

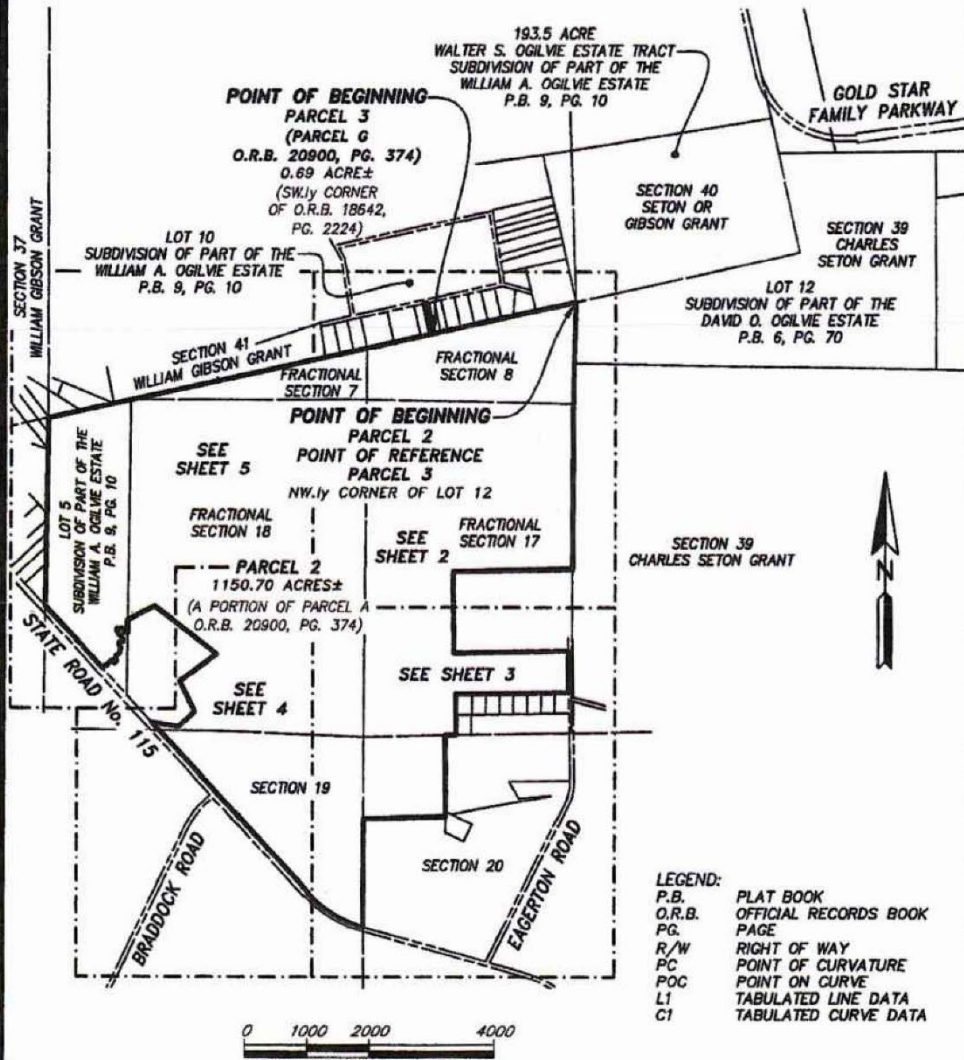
A portion of Lot 10, as depicted on Subdivision of Part of the William A. Ogilvie Estate, recorded in Plat Book 9, page 10, of the current Public Records of Duval County, Florida, being a portion of Section 41 of the William Gibson Grant, Township 1 North, Range 26 East, Duval County, Florida, being Parcel G, as described and recorded in Official Records Book 20900, page 374, of said current Public, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of Lot 12 (as monumented), as depicted on Subdivision of Part of the David O. Ogilvie Estate, recorded in Plat Book 6, page 70, of said current Public Records, said corner lying on the Southerly line of said Section 41; thence South $77^{\circ}30'15''$ West, along said Southerly line, 2314.05 feet to the Point of Beginning.

From said Point of Beginning, thence continue South $77^{\circ}30'15''$ West, along said Southerly line of Section 41, a distance of 60.00 feet to Southeasterly corner of those lands described and recorded in Official Records Book 17017, page 1486, of said current Public Records; thence North $12^{\circ}29'45''$ West, departing said Southerly line and along the Easterly line of last said lands, 497.51 feet to the Northeasterly corner thereof, said corner lying on the Southerly right of way line of Parete Road South, a 60 foot right of way as presently established; thence North $77^{\circ}34'25''$ East, along said Southerly right of way line, 60.00 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 18642, page 2224, of said current Public Records; thence South $12^{\circ}29'45''$ East, departing said Southerly right of way line and along the Westerly line of last said lands, 497.44 feet to the Southwesterly corner thereof and the Point of Beginning.

Containing 0.69 acre, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF
ALL OF FRACTIONAL SECTIONS 7 AND 8, A PORTION OF FRACTIONAL
SECTIONS 17 AND 18, A PORTION OF SECTIONS 19 AND 20, AND A
PORTION OF SECTION 41 OF THE WILLIAM GIBSON GRANT, ALL LYING
IN TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



SHEET 1 OF 5
GENERAL NOTES:
1) THIS IS NOT A SURVEY.
2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 41 AS BEING NORTH 77°30'15" EAST.

REVISED MAY 20, 2025 TO AMEND MAP AND LEGAL DESCRIPTION.
REVISED DECEMBER 13, 2024 TO AMEND MAP AND LEGAL DESCRIPTION.
REVISED AUGUST 22, 2024 TO UPDATE MAP NAME.



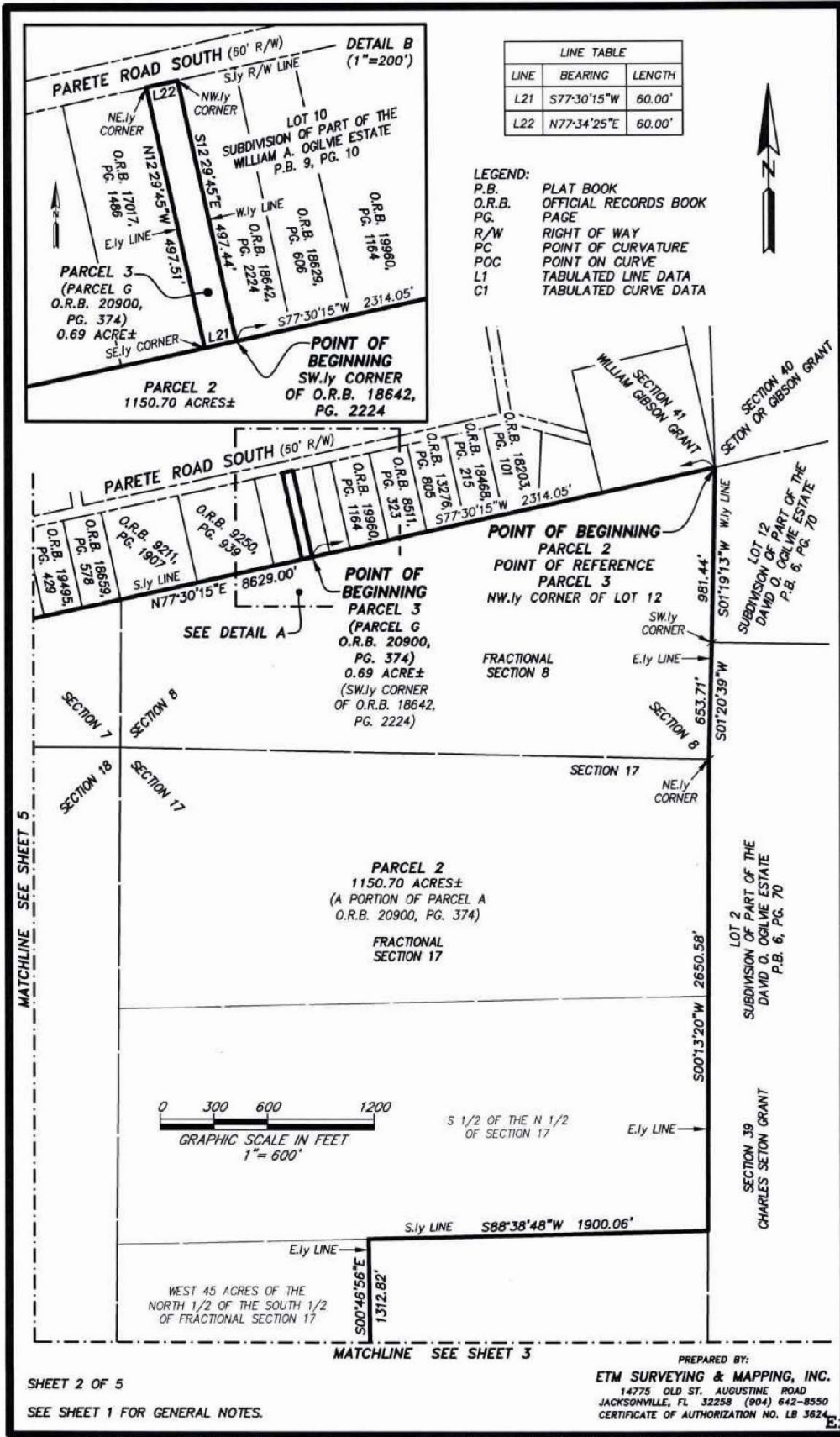
Trusted
Advisors,
Creating
Community.

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
Certificate of Authorization No. LB 3024



Digitally signed by
Gilmore C Colyer III
Date: Jun 9, 2025

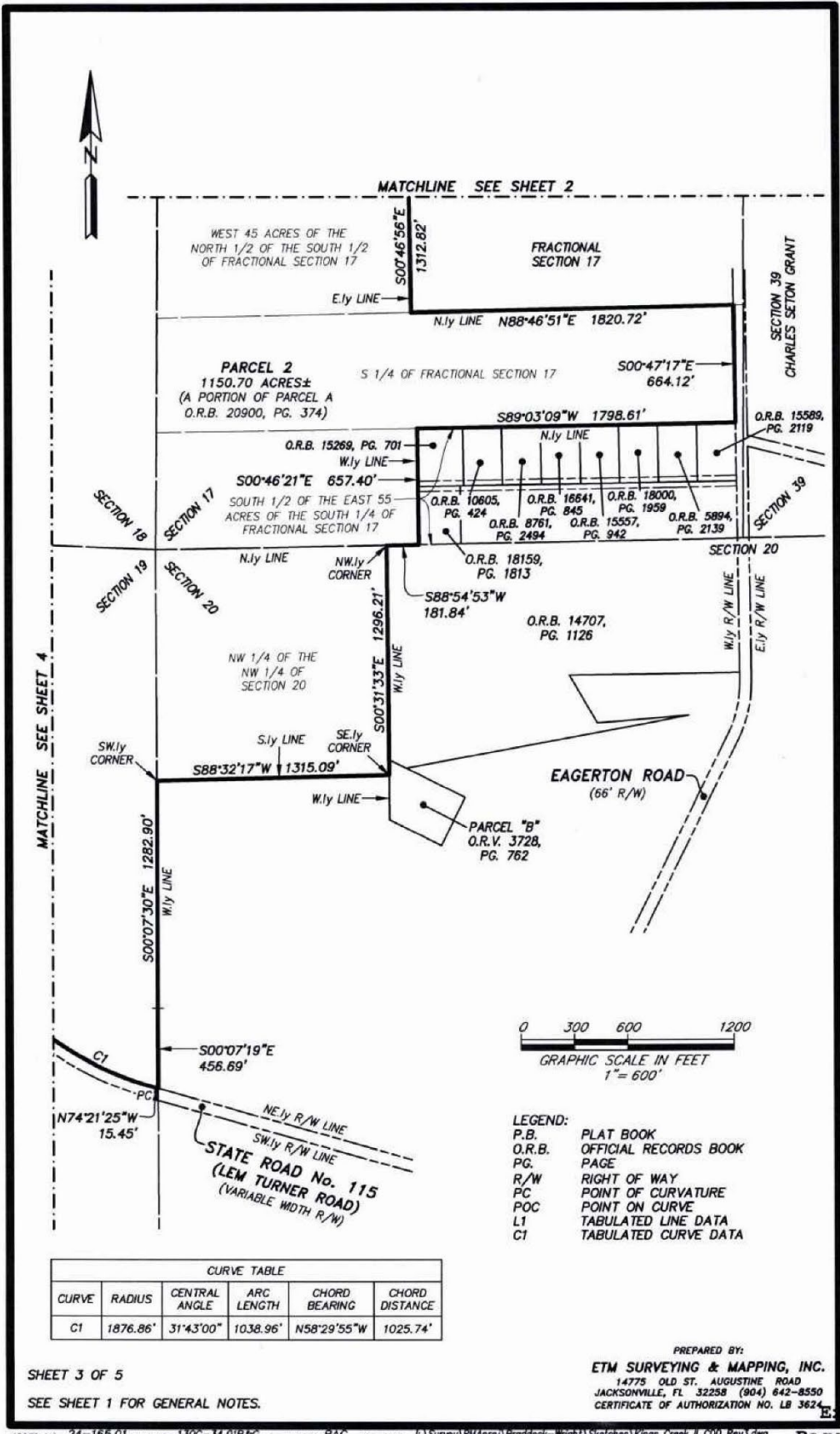
SCALE: 1"=2000'
DATE: AUGUST 5, 2024
G. C. COLYER III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6963



SHEET 2 OF 5

SEE SHEET 1 FOR GENERAL NOTES.

Exhibit 2

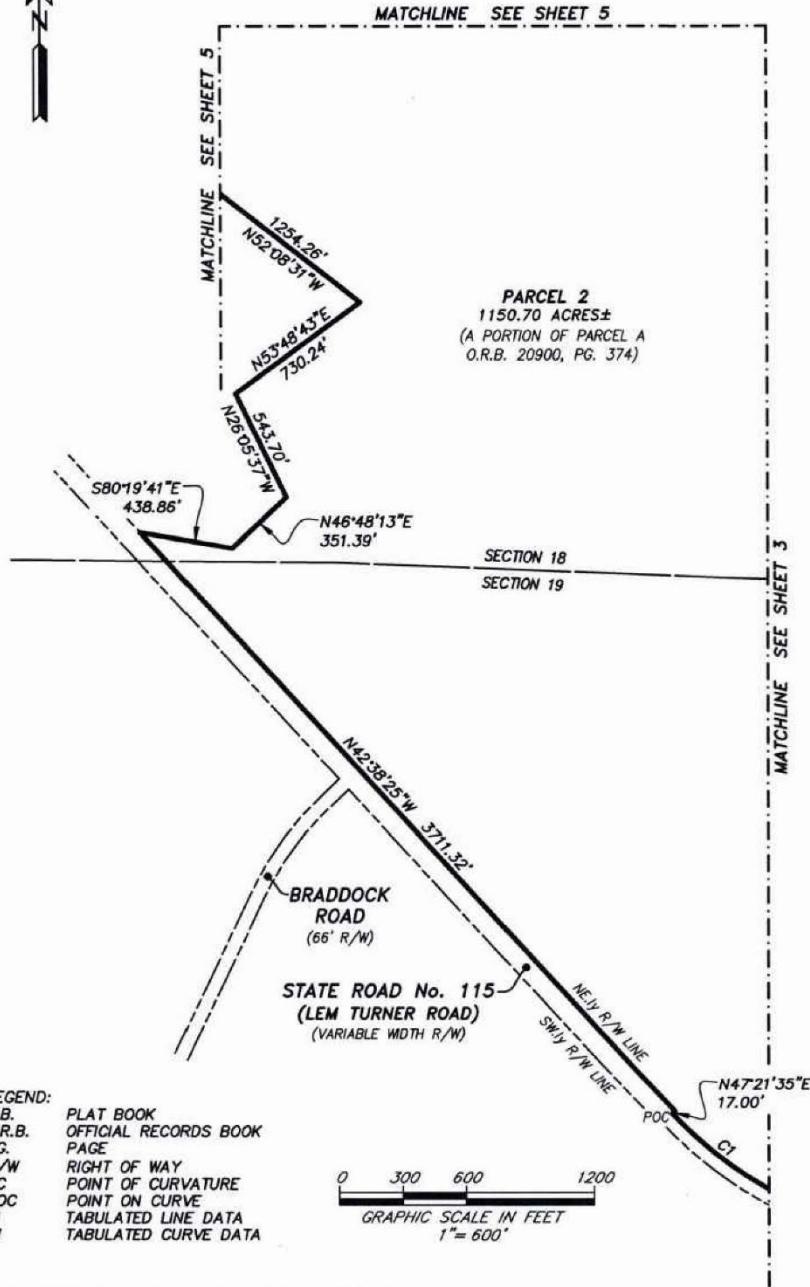
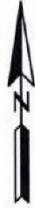


CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1876.86'	31°43'00"	1038.96'	N58°29'55"W	1025.74'

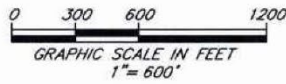
- LEGEND:
- P.B. PLAT BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - POC POINT ON CURVE
 - L1 TABULATED LINE DATA
 - C1 TABULATED CURVE DATA

SHEET 3 OF 5
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624



- LEGEND:**
- P.B. PLAT BOOK
 - O.R.B. OFFICIAL RECORDS BOOK
 - PG. PAGE
 - R/W RIGHT OF WAY
 - PC POINT OF CURVATURE
 - POC POINT ON CURVE
 - L1 TABULATED LINE DATA
 - CI TABULATED CURVE DATA



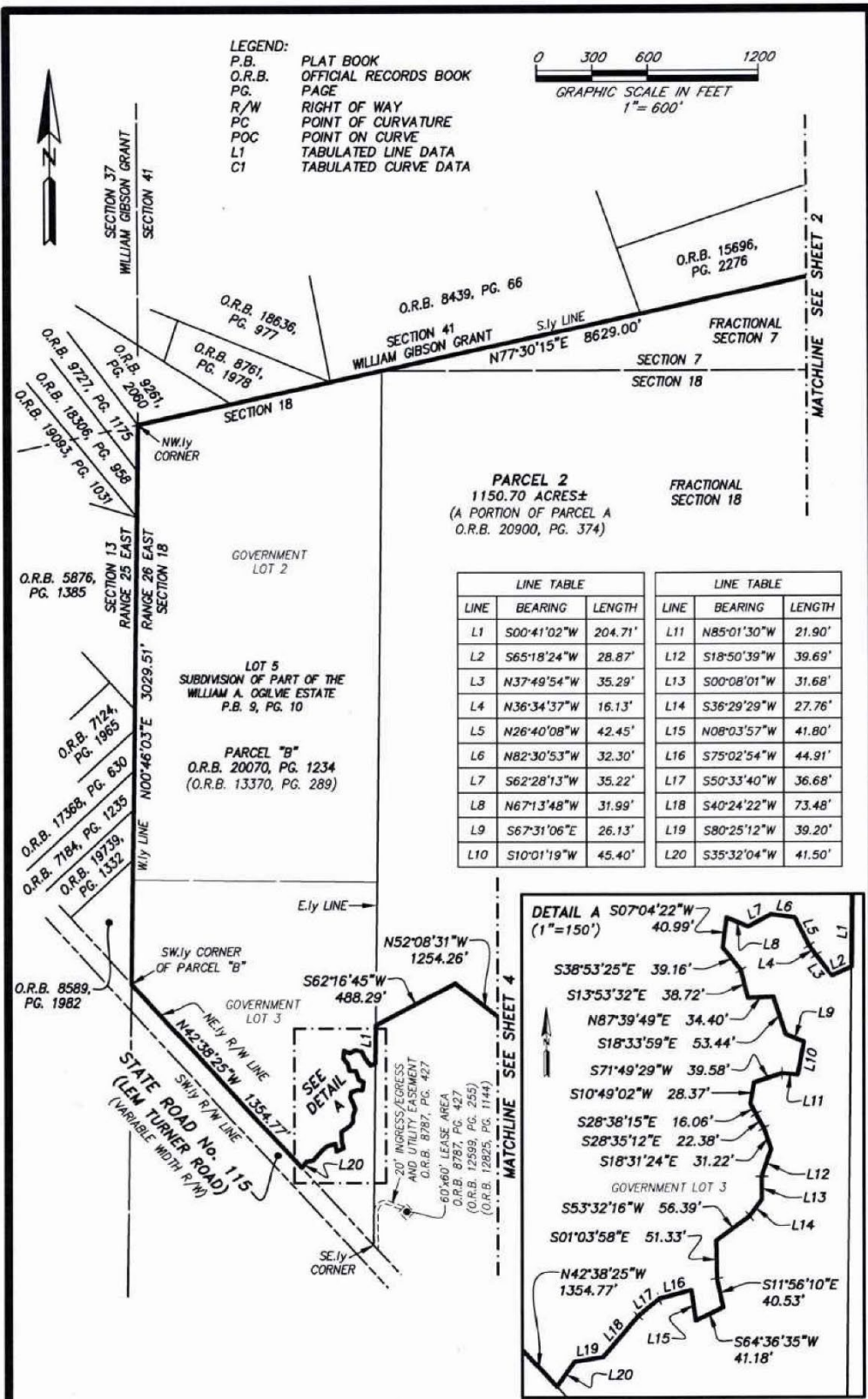
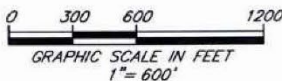
CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
CI	1876.86'	31°43'00"	1038.96'	N58°29'55"W	1025.74'

SHEET 4 OF 5

SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

LEGEND:
 P.B. PLAT BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
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 L1 TABULATED LINE DATA
 C1 TABULATED CURVE DATA

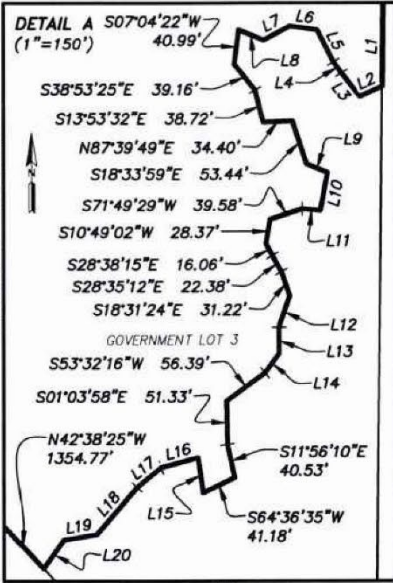


PARCEL 2
 1150.70 ACRES±
 (A PORTION OF PARCEL A
 O.R.B. 20900, PG. 374)

FRACTIONAL
 SECTION 18

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°41'02"W	204.71'
L2	S65°18'24"W	28.87'
L3	N37°49'54"W	35.29'
L4	N36°34'37"W	16.13'
L5	N26°40'08"W	42.45'
L6	N82°30'53"W	32.30'
L7	S62°28'13"W	35.22'
L8	N67°13'48"W	31.99'
L9	S67°31'06"E	26.13'
L10	S10°01'19"W	45.40'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N85°01'30"W	21.90'
L12	S18°50'39"W	39.69'
L13	S00°08'01"W	31.68'
L14	S36°29'29"W	27.76'
L15	N08°03'57"W	41.80'
L16	S75°02'54"W	44.91'
L17	S50°33'40"W	36.68'
L18	S40°24'22"W	73.48'
L19	S80°25'12"W	39.20'
L20	S35°32'04"W	41.50'



SHEET 5 OF 5
 SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. LB 3624

**RESOLUTION 2026-40
[FY 2027 BUDGET APPROVAL RESOLUTION]**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGS CREEK II COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Kings Creek II Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 25, 2026

TIME: 1:00 p.m.

LOCATION: : Office Evolution - 12574 Flagler Center Blvd, Jacksonville FL 3225

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 26th DAY OF AUGUST, 2026.

ATTEST:

**KINGS CREEK II COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Kings Creek II
Community Development District

FISCAL YEAR 2027
PROPOSED BUDGET

May 26, 2026

CLEAR PARTNERSHIPS





Kings Creek II
Community Development District

Budget Overview
FY 2027





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OPERATING BUDGET

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances 1 - 3

Budget Narrative 4 - 7

SUPPORTING BUDGET SCHEDULE

Non-Ad Valorem Assessment Summary 8





Kings Creek II
Community Development District

Operating Budget
FY 2027



Summary of Revenues Expenditures and Changes in Fund Balance
Fiscal Year 2027 Budget
General Fund 001

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
REVENUES		
Developer Contribution	\$182,737.51	\$182,737.00
TOTAL REVENUES	\$182,737.51	\$182,737.00
EXPENDITURES		
<i>Financial & Administrative</i>		
Supervisor Fees	\$0.00	\$12,000.00
District Management	\$22,916.67	\$25,000.00
Accounting Services	\$16,041.67	\$9,000.00
District Engineer	\$13,750.00	\$12,500.00
District Counsel	\$18,333.33	\$15,000.00
Assessment Roll	\$4,583.33	\$0.00
Financial & Revenue Collections	\$3,208.33	\$1,200.00
Auditing Services	\$4,766.67	\$5,600.00
Rentals and Leases	\$0.00	\$600.00
ProfServ-Dissemination Agent	\$9,166.67	\$5,000.00
ProfServ-Trustee Fees	\$11,000.00	\$4,300.00
Postage, Phone, Faxes, Copies	\$137.50	\$500.00
Miscellaneous Mailings	\$0.00	\$0.00
Legal Advertising	\$1,375.00	\$3,500.00
Bank Fees	\$183.33	\$0.00
Dues, Licenses, Subscriptions	\$160.42	\$0.00
Office Supplies	\$91.67	\$0.00
Website Administration	\$1,375.00	\$1,200.00
Website Compliance	\$1,650.00	\$1,613.00
ProfServ-Info Technology	\$0.00	\$600.00
Misc-Contingency	\$229.17	\$0.00
Administration	\$0.00	\$4,500.00
Recording Secretary	\$0.00	\$2,400.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Organizational Meeting	\$3,666.67	\$0.00
Website Establishment	\$3,208.33	\$0.00
Special Services	\$2,291.67	\$0.00
DTS - Continuing Disclosure Software Subscription	\$0.00	\$1,500.00
Arbitrage Reporting	\$0.00	\$400.00
Total Administrative	\$118,135.43	\$106,413.00
Insurance		
Insurance - General Liability	\$11,000.00	\$0.00
Public Officials Insurance	\$2,268.75	\$0.00
Insurance -Property & Casualty	\$33,000.00	\$0.00
Crime	\$0.00	\$0.00
Total Insurance Premium	\$0.00	\$6,002.00
Total Insurance	\$46,268.75	\$6,002.00
Other Physical Environment		
Miscellaneous	\$4,583.33	\$0.00
Total Other Physical Environment	\$4,583.33	\$0.00
Contingency		
Misc Contingency	\$13,750.00	\$70,322.00
Total Contingency	\$13,750.00	\$70,322.00
TOTAL EXPENDITURES	\$182,737.51	\$182,737.00
Excess (deficiency) of revenues		
Over (under) expenditures	\$0.00	\$0.00
OTHER FINANCING SOURCES (USES)		
Contribution to (Use of) Fund Balance		\$0.00
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00

<u>ACCOUNT DESCRIPTION</u>	<u>ADOPTED BUDGET FY 2026</u>	<u>ANNUAL BUDGET FY 2027</u>
Net change in fund balance		\$0.00
FUND BALANCE, BEGINNING	\$0.00	\$13,750.00
FUND BALANCE, ENDING	\$0.00	\$13,750.00

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Developer Contributions

The district will direct bill and collect non-ad valorem assessments on assessable property in order to pay for the debt service expenditures during the fiscal year.

Other Miscellaneous Revenues

Additional revenue sources not otherwise specified by other categories.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

Supervisor Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon five supervisors attending meetings throughout the fiscal year.

District Management

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors and attends all meetings of the Board of Supervisors.

Administration

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services.

Recording Secretary

Inframark provides recording services with near verbatim minutes.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Financial/Revenue Collections

Service includes all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a collection agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Rentals and Leases

The anticipated cost of rental expenses including but not limited to renting meeting room space for district board meetings.

Accounting Services

Services including the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

ProfServ-Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service.

Website Administration Services

The cost of web hosting and regular maintenance of the District's website by Inframark Management Services.

District Engineer

The District's engineer provides general engineering services to the District, i.e., attendance and preparation for board meetings when requested, review of invoices, and other specifically requested assignments.

District Counsel

The District's attorney provides general legal services to the District, i.e., attendance and preparation for Board meetings, review of contracts, agreements, resolutions, and other research as directed or requested by the BOS District Manager.

ProfServ-Trustee Fees

The District pays US Bank an annual fee for trustee services on the Series 2014 and Series 2015 Bonds. The budgeted amount for the fiscal year is based on previous year plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is an estimate based on prior year costs.

Postage, Phone, Faxes, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Miscellaneous Mailings

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Budget Narrative
Fiscal Year 2027

Financial and Administrative (continued)

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the newspaper of general circulation.

Miscellaneous-Assessment Collection Costs

The District reimburses the tax collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the tax collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The assessment collection cost is based on a maximum of 2% of the anticipated assessment collections.

Bank Fees

This represents the cost of bank charges and other related expenses that are incurred during the year.

Dues, Licenses and Fees

This represents the cost of the District's operating license as well as the cost of memberships in necessary organizations.

Office Supplies

This represents the cost of supplies used to prepare agenda packages, create required mailings, and perform other special projects. The budget for this line item also includes the cost for supplies in the District office.

Website Compliance

Cost of maintaining district website's compliance with the Americans with Disabilities Act of 1990.

DTS – Continuing Disclosure Software Subscription

The District may incur charges for obtaining subscriptions for the software for Disclosure Technology.

Arbitrage Rebate

The District is required to annually calculate the arbitrage rebate liability on its Series 2013A and 2020 bonds.

Budget Narrative
Fiscal Year 2027

Insurance

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance Advisors, LLC. The budgeted amount allows for a projected increase in the premium.

Public Officials Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff and may incur a 10% premium increase.

Insurance - Property & Casualty

The District will incur fees to insure items owned by the district for its property needs.

Other Physical Environment

Miscellaneous

Other physical environment Expenses not otherwise specified.

Contingency/Reserves

Misc Contingency

Funds set aside for projects, as determined by the district's board.



Kings Creek II

Community Development District

Supporting Budget Schedule

FY 2027



Assessment Summary
Fiscal Year 2027 vs. Fiscal Year 2026

ASSESSMENT ALLOCATION				
Product	Units	O&M Assessment (1)		
		FY 2027	FY 2026	Dollar Change
40	450	\$210.34	\$0.00	\$210.34
50	335	\$262.93	\$0.00	\$262.93
	785			

ASSESSMENT INCREASE ANALYSIS				
Product	Units	Assessment Increase		\$0.00
		Per Product	Per Unit O&M % Increase	Per Unit O&M \$ Increase
40	450	\$0.00	0%	\$0.00
50	335	\$0.00	0%	\$0.00
Total	785	\$0.00		<i>Collection costs included</i>

Notations

(1)The assessment values have been grossed up by 6% to account for collection cost and early payment discounts.

ASSESSMENT TREND ANALYSIS - GENERAL FUND	
FY 2027	FY 2026
\$210.34	\$0.00
\$262.93	\$0.00

This instrument was prepared by:

Jere Earlywine, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
KINGS CREEK II COMMUNITY DEVELOPMENT DISTRICT
[CONTRACTION PARCEL]**

The undersigned is the owner of certain lands which are more fully described as the "Contraction Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Kings Creek II Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be removed from the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby requests and consents to removal of the Property from the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this _____ day of _____, 2026.

WITNESS

LANDOWNER

By: _____
Name: _____
Address: _____

Name: _____
Its: _____
Address: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, as _____ of _____, on its behalf. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

April 6, 2026

Work Order No. 25-237.00

File No. 131B-30.00F

CDD Contraction 1

A portion of fractional Section 18, and a portion of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being a portion of Parcel A, as described and recorded in Official Records Book 20900, page 374, of the Public Records of said county, being more particularly described as follows:

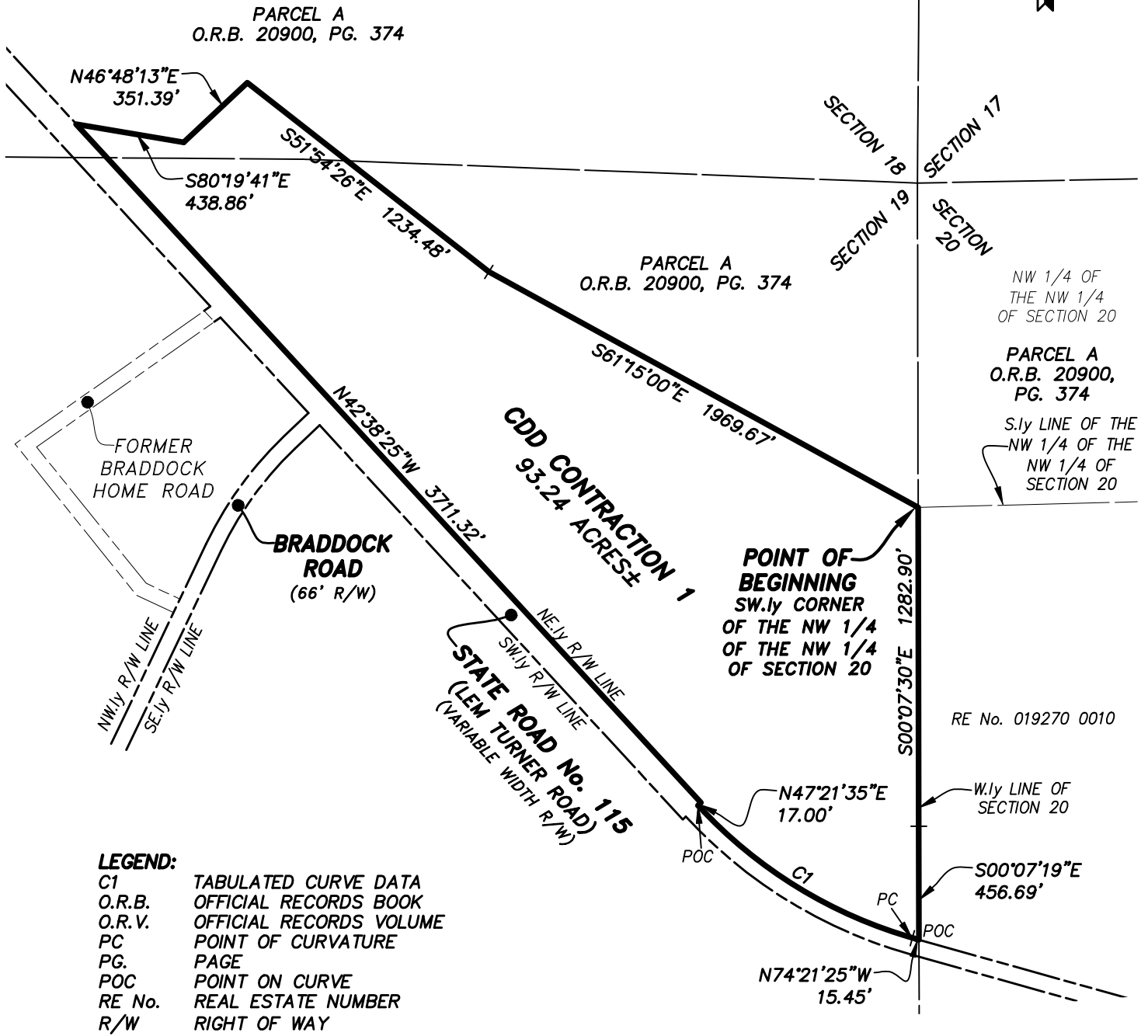
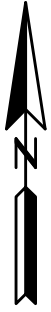
For a Point of Beginning, commence at the Southwesterly corner of the Northwest one-quarter of the Northwest one-quarter of Section 20, said Township and Range, said corner lying on the Westerly line of said Section 20; thence South $00^{\circ}07'30''$ East, along said Westerly line, 1282.90 feet; thence South $00^{\circ}07'19''$ East, continuing along said Westerly line, 456.69 feet to its intersection with the Northeasterly right of way line of State Road No. 115 (Lem Turner Road), a variable width right of way as presently established; thence Northwesterly along said Northeasterly right of way line the following 4 courses: Course 1, thence North $74^{\circ}21'25''$ West, departing said Westerly line, 15.45 feet to the point of curvature of a curve concave Northeasterly having a radius of 1876.86 feet; Course 2, thence Northwesterly along the arc of said curve, through a central angle of $31^{\circ}43'00''$, an arc length of 1038.96 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $58^{\circ}29'55''$ West, 1025.74 feet; Course 3, thence North $47^{\circ}21'35''$ East, along a non-tangent line, 17.00 feet; Course 4, thence North $42^{\circ}38'25''$ West, 3711.32 feet; thence South $80^{\circ}19'41''$ East, departing said Northeasterly right of way line, 438.86 feet; thence North $46^{\circ}48'13''$ East, 351.39 feet; thence South $51^{\circ}54'26''$ East, 1234.48 feet; thence South $61^{\circ}15'00''$ East, 1969.67 feet to the Point of Beginning.

Containing 93.24 acres, more or less.

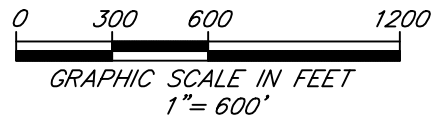
SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF FRACTIONAL SECTION 18, AND A PORTION OF SECTION 19,
TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA,
BEING A PORTION PARCEL A, AS DESCRIBED AND RECORDED IN OFFICIAL
RECORDS BOOK 20900, PAGE 374, OF THE CURRENT
PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1876.86'	31°43'00"	1038.96'	N58°29'55"W	1025.74'



- GENERAL NOTES:**
- 1) THIS IS NOT A SURVEY.
 - 2) BEARINGS BASED ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 115 AS BEING NORTH 42°38'25" WEST.



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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14775 Old St. Augustine Rd.
Jacksonville, Florida 32258

(904) 642-8550
www.etminc.com

Certificate of Authorization No: LB 3624

SCALE: 1"=600'

DATE: APRIL 6, 2026

GILMORE C. COLYER III
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6963

Revised April 6, 2026
August 5, 2024
Page 1 of 3

Work Order No. 24-165.01
File No. 130C-34.01B

**Kings Creek II CDD
Parcel 2**

All of fractional Sections 7 and 8, a portion of fractional Sections 17 and 18, and a portion of Sections 19 and 20, all lying in Township 1 North, Range 26 East, Duval County, Florida, being a portion of Parcel A, as described and recorded in Official Records Book 20900, page 374, of the current Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of Lot 12 (as monumented), as depicted on Subdivision of Part of the David O. Ogilvie Estate, recorded in Plat Book 6, page 70, of said current Public Records; thence South $01^{\circ}19'13''$ West, along the Westerly line of said Lot 12, a distance of 981.44 feet to the Southwesterly corner thereof, said corner lying on the Easterly line of said fractional Section 8 (as monumented); thence South $01^{\circ}20'39''$ West, along said Easterly line, 653.71 feet to the Northeasterly corner of said fractional Section 17 (as monumented); thence South $00^{\circ}13'20''$ West, along the Easterly line of said fractional Section 17, a distance of 2650.58 feet to a point lying on the Southerly line of the South one-half of the North one-half of said fractional Section 17 (as monumented); thence South $88^{\circ}38'48''$ West, departing said Easterly line and along said Southerly line, 1900.06 feet to a point lying on the Easterly line of the West 45 acres of the North one-half of the South one-half of said fractional Section 17 (as monumented); thence South $00^{\circ}46'56''$ East, departing said Southerly line and along said Easterly line, 1312.82 feet to a point lying on the Northerly line of the South one-quarter of said fractional Section 17 (as monumented); thence North $88^{\circ}46'51''$ East, departing said Easterly line and along said Northerly line, 1820.72 feet to its intersection with the Westerly right of way line of Eagerton Road, a 66 foot right of way as presently established; thence South $00^{\circ}47'17''$ East, departing said Northerly line and along said Westerly right of way line, 664.12 feet to its intersection with the Northerly line of the South one-half of the East 55 acres of the South one-quarter of said fractional Section 17 (as monumented); thence South $89^{\circ}03'09''$ West, departing said Westerly right of way line and along said Northerly line, 1798.61 feet to a point lying on the Westerly line of said South one-half of the East 55 acres of the South one-quarter of said fractional Section 17 (as monumented); thence South $00^{\circ}46'21''$ East, departing said Northerly line and along said Westerly line, 657.40 feet to a point lying on the Northerly line of said Section 20; thence South $88^{\circ}54'53''$ West, departing said Westerly line and along said Northerly line, 181.84 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 14707, page 1126, of said current Public Records (as monumented); thence South $00^{\circ}31'33''$ East, departing said Northerly line, along the Westerly line of said Official Records Book 14707, page 1126, and along the Westerly line of Parcel "B" as described and recorded in Official Records Volume 3728, page 762, of said current Public Records (as monumented), a distance of 1296.21 feet to the Southeasterly corner of the Northwest one-quarter of the Northwest one-quarter of said Section 20 (as monumented); thence South $88^{\circ}32'17''$ West, departing last said Westerly line and along the Southerly line of said Northwest one-quarter of the Northwest one-quarter of Section 20, a distance of 1315.09 feet to the Southwesterly corner thereof (as monumented), said corner lying on the

**Kings Creek II CDD
Parcel 2 (continued)**

Westerly line of said Section 20; thence North $61^{\circ}15'00''$ West, 1969.67 feet; thence North $51^{\circ}54'26''$ West, 1234.48 feet; thence North $26^{\circ}05'37''$ West, 543.70 feet; thence North $53^{\circ}48'43''$ East, 730.24 feet; thence North $52^{\circ}08'31''$ West, 1254.26 feet; thence South $62^{\circ}16'45''$ West, 488.29 feet to a point lying on the Easterly line of Parcel "B", as described and recorded in Official Records Book 20070, page 1234, of said current Public Records; thence South $00^{\circ}41'02''$ West, along said Easterly line, 204.71 feet; thence South $65^{\circ}18'24''$ West, departing said Easterly line, 28.87 feet; thence North $37^{\circ}49'54''$ West, 35.29 feet; thence North $36^{\circ}34'37''$ West, 16.13 feet; thence North $26^{\circ}40'08''$ West, 42.45 feet; thence North $82^{\circ}30'53''$ West, 32.30 feet; thence South $62^{\circ}28'13''$ West, 35.22 feet; thence North $67^{\circ}13'48''$ West, 31.99 feet; thence South $07^{\circ}04'22''$ West, 40.99 feet; thence South $38^{\circ}53'25''$ East, 39.16 feet; thence South $13^{\circ}53'32''$ East, 38.72 feet; thence North $87^{\circ}39'49''$ East, 34.40 feet; thence South $18^{\circ}33'59''$ East, 53.44 feet; thence South $67^{\circ}31'06''$ East, 26.13 feet; thence South $10^{\circ}01'19''$ West, 45.40 feet; thence North $85^{\circ}01'30''$ West, 21.90 feet; thence South $71^{\circ}49'29''$ West, 39.58 feet; thence South $10^{\circ}49'02''$ West, 28.37 feet; thence South $28^{\circ}38'15''$ East, 16.06 feet; thence South $28^{\circ}35'12''$ East, 22.38 feet; thence South $18^{\circ}31'24''$ East, 31.22 feet; thence South $18^{\circ}50'39''$ West, 39.69 feet; thence South $00^{\circ}08'01''$ West, 31.68 feet; thence South $36^{\circ}29'29''$ West, 27.76 feet; thence South $53^{\circ}32'16''$ West, 56.39 feet; thence South $01^{\circ}03'58''$ East, 51.33 feet; thence South $11^{\circ}56'10''$ East, 40.53 feet; thence South $64^{\circ}36'35''$ West, 41.18 feet; thence North $08^{\circ}03'57''$ West, 41.80 feet; thence South $75^{\circ}02'54''$ West, 44.91 feet; thence South $50^{\circ}33'40''$ West, 36.68 feet; thence South $40^{\circ}24'22''$ West, 73.48 feet; thence South $80^{\circ}25'12''$ West, 39.20 feet; thence South $35^{\circ}32'04''$ West, 41.50 feet to a point lying on said Northeasterly right of way line of State Road No. 115; thence North $42^{\circ}38'25''$ West, along said Northeasterly right of way line, 1354.77 feet to the Southwesterly corner of said Parcel "B"; thence North $00^{\circ}46'03''$ East, departing said Northeasterly right of way line and along the Westerly line of said Parcel "B", 3029.51 feet to the Northwesterly corner thereof, said corner lying on the Southerly line of Section 41 of the William Gibson Grant (as monumented), said Township and Range; thence North $77^{\circ}30'15''$ East, along said Southerly line, 8629.00 feet to the Point of Beginning.

Containing 1057.46 acres, more or less.

**Kings Creek II CDD
Parcel 3**

A portion of Lot 10, as depicted on Subdivision of Part of the William A. Ogilvie Estate, recorded in Plat Book 9, page 10, of the current Public Records of Duval County, Florida, being a portion of Section 41 of the William Gibson Grant, Township 1 North, Range 26 East, Duval County, Florida, being Parcel G, as described and recorded in Official Records Book 20900, page 374, of said current Public, being more particularly described as follows:

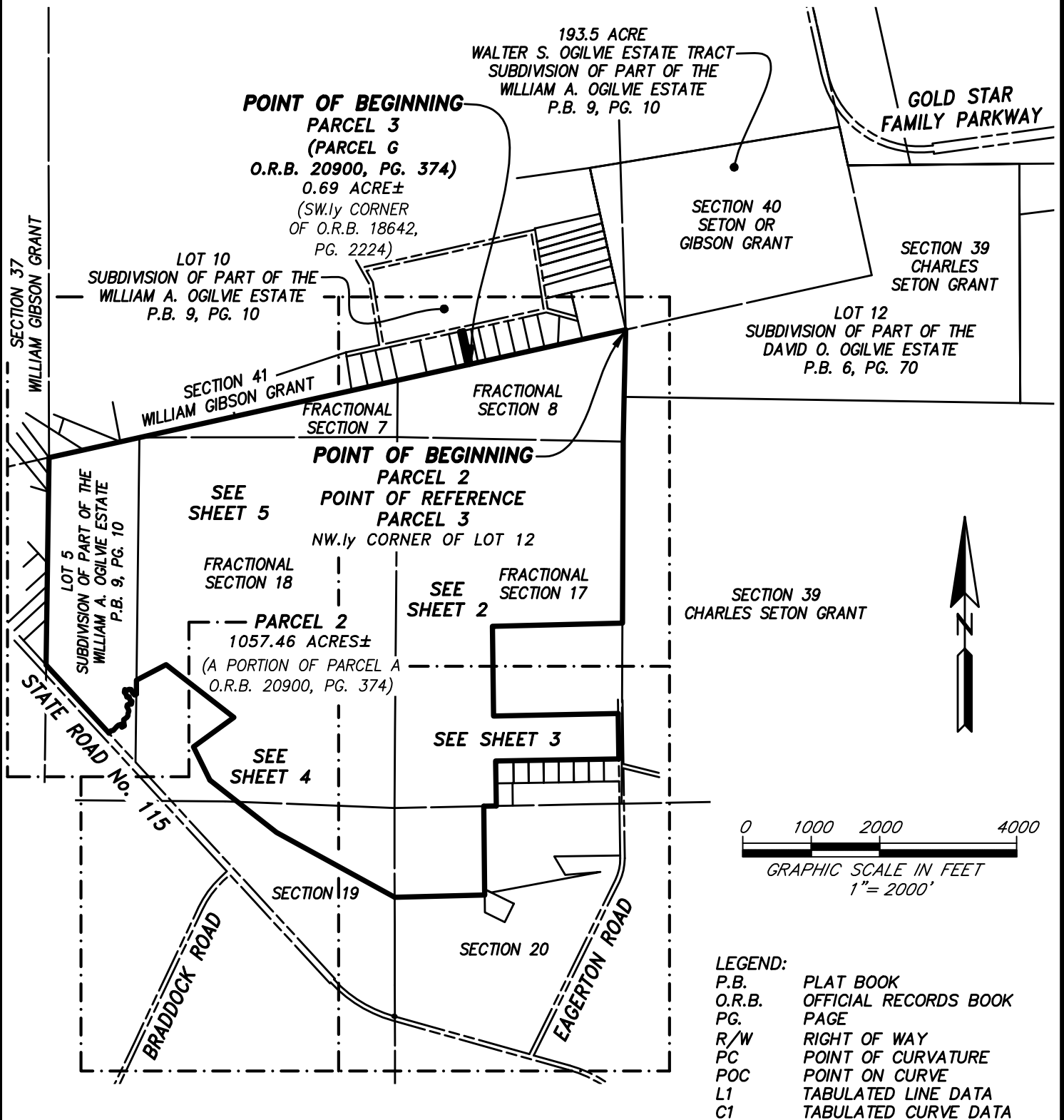
For a Point of Reference, commence at the Northwesterly corner of Lot 12 (as monumented), as depicted on Subdivision of Part of the David O. Ogilvie Estate, recorded in Plat Book 6, page 70, of said current Public Records, said corner lying on the Southerly line of said Section 41; thence South $77^{\circ}30'15''$ West, along said Southerly line, 2314.05 feet to the Point of Beginning.

From said Point of Beginning, thence continue South $77^{\circ}30'15''$ West, along said Southerly line of Section 41, a distance of 60.00 feet to Southeasterly corner of those lands described and recorded in Official Records Book 17017, page 1486, of said current Public Records; thence North $12^{\circ}29'45''$ West, departing said Southerly line and along the Easterly line of last said lands, 497.51 feet to the Northeasterly corner thereof, said corner lying on the Southerly right of way line of Parete Road South, a 60 foot right of way as presently established; thence North $77^{\circ}34'25''$ East, along said Southerly right of way line, 60.00 feet to the Northwesterly corner of those lands described and recorded in Official Records Book 18642, page 2224, of said current Public Records; thence South $12^{\circ}29'45''$ East, departing said Southerly right of way line and along the Westerly line of last said lands, 497.44 feet to the Southwesterly corner thereof and the Point of Beginning.

Containing 0.69 acre, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

ALL OF FRACTIONAL SECTIONS 7 AND 8, A PORTION OF FRACTIONAL SECTIONS 17 AND 18, A PORTION OF SECTIONS 19 AND 20, AND A PORTION OF SECTION 41 OF THE WILLIAM GIBSON GRANT, ALL LYING IN TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



SHEET 1 OF 5

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 41 AS BEING NORTH 77°30'15" EAST.

REVISED APRIL 6, 2026 TO AMEND MAP AND LEGAL DESCRIPTION.
 REVISED MAY 20, 2025 TO AMEND MAP AND LEGAL DESCRIPTION.
 REVISED DECEMBER 13, 2024 TO AMEND MAP AND LEGAL DESCRIPTION.
 REVISED AUGUST 22, 2024 TO UPDATE MAP NAME.

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 Jacksonville, Florida 32258

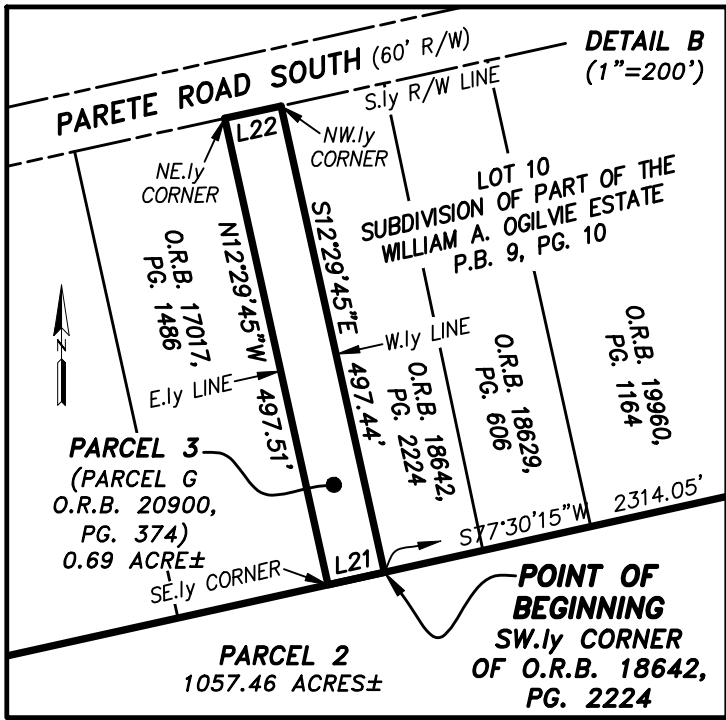
(904) 642-8550
 www.etminc.com

Certificate of Authorization No: LB 3624

SCALE: 1"=2000'

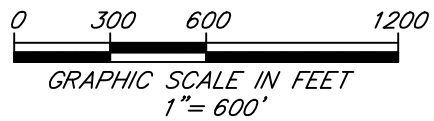
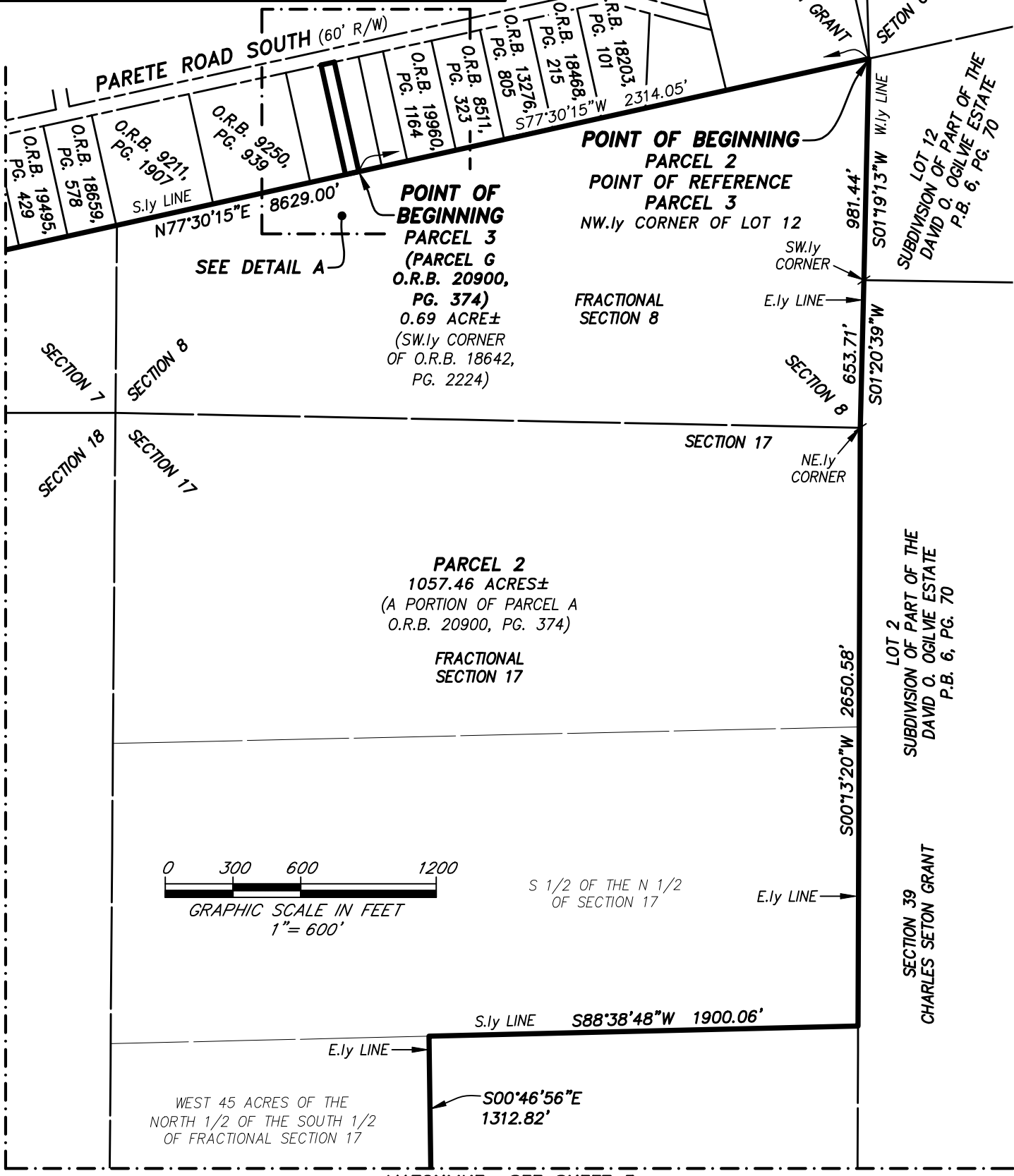
DATE: AUGUST 5, 2024

G. C. COLYER III
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6963



LINE TABLE		
LINE	BEARING	LENGTH
L21	S77°30'15"W	60.00'
L22	N77°34'25"E	60.00'

LEGEND:
 P.B. PLAT BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY
 PC POINT OF CURVATURE
 POC POINT ON CURVE
 L1 TABULATED LINE DATA
 C1 TABULATED CURVE DATA



MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 3

SHEET 2 OF 5

SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. LB 3624



MATCHLINE SEE SHEET 2

WEST 45 ACRES OF THE NORTH 1/2 OF THE SOUTH 1/2 OF FRACTIONAL SECTION 17

FRACTIONAL SECTION 17

SECTION 39 CHARLES SETON GRANT

E.ly LINE

S00°46'56"E
1312.82'

N.ly LINE N88°46'51"E 1820.72'

PARCEL 2
1057.46 ACRES±
(A PORTION OF PARCEL A
O.R.B. 20900, PG. 374)

S 1/4 OF FRACTIONAL SECTION 17

S00°47'17"E
664.12'

S89°03'09"W 1798.61'

O.R.B. 15589,
PG. 2119

O.R.B. 15269, PG. 701

W.ly LINE

S00°46'21"E 657.40'

SOUTH 1/2 OF THE EAST 55 ACRES OF THE SOUTH 1/4 OF FRACTIONAL SECTION 17

O.R.B. 10605,
PG. 424

O.R.B. 16641,
PG. 845

O.R.B. 18000,
PG. 1959

O.R.B. 8761,
PG. 2494

O.R.B. 15557,
PG. 942

O.R.B. 5894,
PG. 2139

SECTION 18

SECTION 17

SECTION 39

N.ly LINE

NW.ly CORNER

O.R.B. 18159,
PG. 1813

SECTION 20

S88°54'53"W
181.84'

O.R.B. 14707,
PG. 1126

NW 1/4 OF THE NW 1/4 OF SECTION 20

S00°31'33"E
1296.21'

W.ly LINE

W.ly R/W LINE
E.ly R/W LINE

SW.ly CORNER

S.ly LINE

SE.ly CORNER

S88°32'17"W 1315.09'

W.ly LINE

EAGERTON ROAD
(66' R/W)

PARCEL "B"
O.R.V. 3728,
PG. 762

MATCHLINE SEE SHEET 4

N61°15'00"W
1969.67'

W.ly LINE

0 300 600 1200

GRAPHIC SCALE IN FEET
1" = 600'

LEGEND:

- P.B. PLAT BOOK
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- PC POINT OF CURVATURE
- POC POINT ON CURVE
- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA

N74°21'25"W
15.45'

STATE ROAD No. 115
(LEM TURNER ROAD)
(VARIABLE WIDTH R/W)

NE.ly R/W LINE

SW.ly R/W LINE

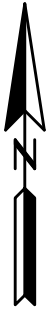
SHEET 3 OF 5

SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:

ETM SURVEYING & MAPPING, INC.

14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624



MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 5

PARCEL 2
1057.46 ACRES±
(A PORTION OF PARCEL A
O.R.B. 20900, PG. 374)

1254.26'
N52°08'31"W
730.24'
N53°48'43"E
543.70'
N26°05'37"W

N51°54'26"W
1234.48'

SECTION 18
SECTION 19

MATCHLINE SEE SHEET 3

N61°15'00"W 1969.67'

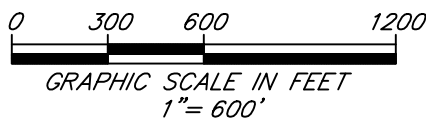
BRADDOCK ROAD
(66' R/W)

STATE ROAD No. 115
(LEM TURNER ROAD)
(VARIABLE WIDTH R/W)

NE 1/4 R/W LINE
SW 1/4 R/W LINE
POC

LEGEND:

- P.B. PLAT BOOK
- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- PC POINT OF CURVATURE
- POC POINT ON CURVE
- L1 TABULATED LINE DATA
- C1 TABULATED CURVE DATA

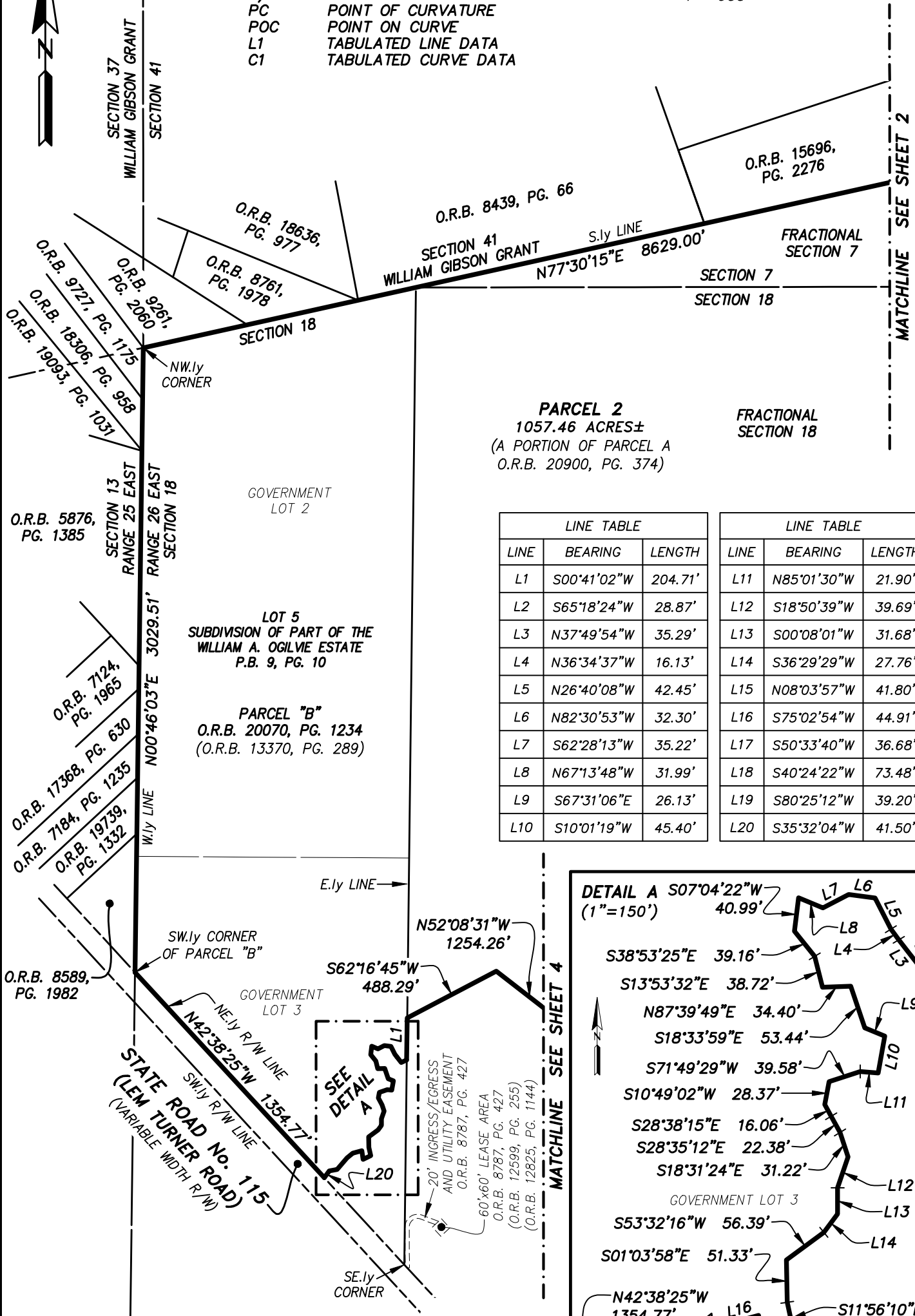
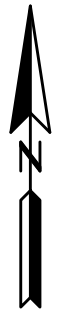
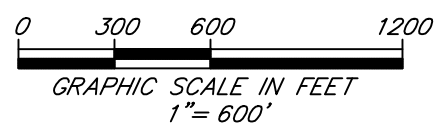


SHEET 4 OF 5

SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

LEGEND:
 P.B. PLAT BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 PG. PAGE
 R/W RIGHT OF WAY
 PC POINT OF CURVATURE
 POC POINT ON CURVE
 L1 TABULATED LINE DATA
 C1 TABULATED CURVE DATA

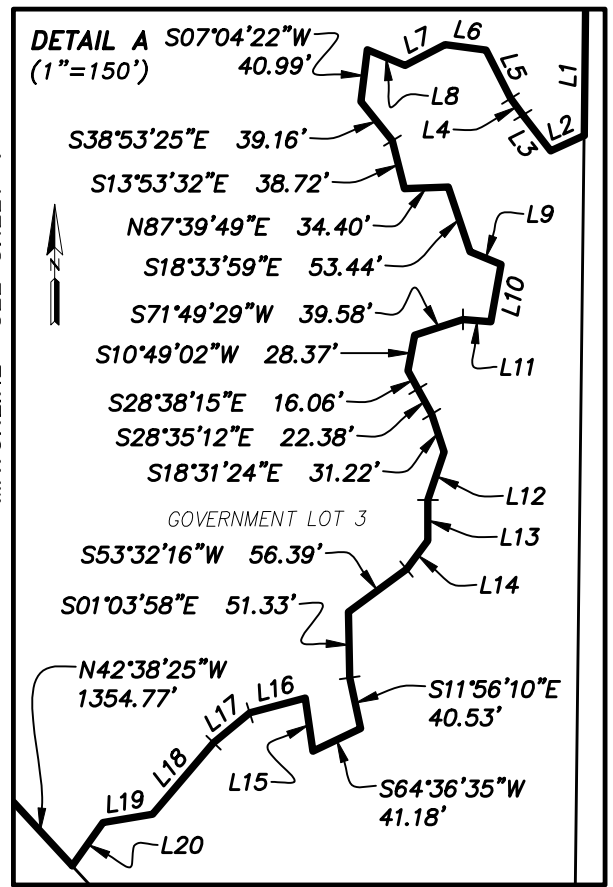


PARCEL 2
 1057.46 ACRES±
 (A PORTION OF PARCEL A
 O.R.B. 20900, PG. 374)

FRACTIONAL
 SECTION 18

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°41'02"W	204.71'
L2	S65°18'24"W	28.87'
L3	N37°49'54"W	35.29'
L4	N36°34'37"W	16.13'
L5	N26°40'08"W	42.45'
L6	N82°30'53"W	32.30'
L7	S62°28'13"W	35.22'
L8	N67°13'48"W	31.99'
L9	S67°31'06"E	26.13'
L10	S10°01'19"W	45.40'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N85°01'30"W	21.90'
L12	S18°50'39"W	39.69'
L13	S00°08'01"W	31.68'
L14	S36°29'29"W	27.76'
L15	N08°03'57"W	41.80'
L16	S75°02'54"W	44.91'
L17	S50°33'40"W	36.68'
L18	S40°24'22"W	73.48'
L19	S80°25'12"W	39.20'
L20	S35°32'04"W	41.50'



SHEET 5 OF 5

SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
 14775 OLD ST. AUGUSTINE ROAD
 JACKSONVILLE, FL 32258 (904) 642-8550
 CERTIFICATE OF AUTHORIZATION NO. LB 3624



OFFICE OF THE SUPERVISOR OF ELECTIONS

JERRY HOLLAND
SUPERVISOR OF ELECTIONS
OFFICE (904) 255-8683
CELL (904) 318-6877

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX (904) 255-3434
E-MAIL JHOLLAND@COJ.NET

04/16/2026

Brittney Carpio
Kings Creek CDD
2005 Pan Am Circle Ste 300
Tampa, FL 33607

Dear Brittney Carpio,

The information you requested on 03/30/2026 appears below:

Kings Creek II Community Development District- 0 Registered Voters as of 4/15/2026

If you have any questions or need additional assistance, please contact Aries Torres at 904-219-9302 or atorres@coj.net.

Sincerely,

Cierra Fackler
Director of Candidates and Records

**MINUTES OF MEETING
KINGS CREEK II
COMMUNITY DEVELOPMENT DISTRICT**

1 The **SPECIAL** meeting of the Board of Supervisors of Kings Creek II Community
2 Development District was held on Tuesday, March 10, 2026 and called to order at 1:02 p.m., at the
3 Offices of Evolution located at 12574 Flagler Center Blvd, Suite 101, Jacksonville, Florida 32258.

4
5 Present and constituting a quorum were:

6			
7	Carlos de la Ossa	Chairperson	
8	Nicholas Dister	Vice Chairperson	(via phone)
9	Keith Hyatt	Assistant Secretary	
10	Dan Pickett	Assistant Secretary	

11
12 Also present were:

13			
14	Jayna Cooper	District Manager	(via phone)
15	Rollamay Turkoane	District Manager	
16	Brooke Chapman	District Manager	(via phone)
17	Jere Earlywine	District Counsel	(via phone)

18
19 *This is not a certified or verbatim transcript but rather represents the context and*
20 *summary of the meeting. The full meeting is available in audio format upon request. Contact the*
21 *District Office for any related costs for an audio copy.*

22
23 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

24 Ms. Turkoane called the meeting to order, and a quorum was established.

25
26 **SECOND ORDER OF BUSINESS**

Public Comments

27 There being no members of the public present, the next order of business followed.

28
29 **THIRD ORDER OF BUSINESS**

Business Items

30 **A. Consideration of Establishing an Audit Committee and Setting a Date for the First**
31 **Meeting of the Audit Committee**

32
33 On MOTION by Mr. de la Ossa seconded by Mr. Pickett, with all in favor,
34 Establishing an Audit Committee, assigning Carlos de la Ossa, Dan Pickett
35 and Keith Hyatt as members and Setting a Date for the First Meeting of the
36 Audit Committee for May 26th. 2026 at 1:00 p.m., at the Offices of
37 Evolution located at 12574 Flagler Center Blvd, Suite 101, Jacksonville,
38 Florida 32258. was approved. 4-0

40 **B. Consideration of Stantec Engineering Services Agreement**

41

42 On MOTION by Mr. de la Ossa seconded by Mr. Hyatt, with all in favor,
43 Stantec Engineering Services Agreement, was approved. 4-0

44

45 **C. Consideration of Resolution 2026-36; Boundary Amendment**

46 **D. Consideration of Boundary Amendment Funding Agreement**

47 Items C and D above, were **TABLED** by the Board.

48

49 **E. Consideration of Resolution 2026-37; Delegated Award**

50

51 On MOTION by Mr. de la Ossa seconded by Mr. Pickett, with all in favor,
52 Resolution 2026-37; Delegated Award, was adopted. 4-0

53

54 **F. Consideration of Issuer’s Counsel Documents**

55

- 56 **i. Completion Agreement**
- 57 **ii. Collateral Assignment Agreement**
- 58 **iii. True-Up Agreement**
- 59 **iv. Notice of Special Assessments**
- 60 **v. Disclosure of Public Finance**
- 61 **vi. 2026 Bonds Declaration of Consent**

62 On MOTION by Mr. de la Ossa seconded by Mr. Pickett, with all in favor,
63 Issuer’s Counsel Documents, including items 1-6, was approved. 4-0

64

65 **G. Consideration of Resolution 2026-38; Ratifying and Resetting of Uniform Method**
66 **Hearing**

67

68 On MOTION by Mr. de la Ossa seconded by Mr. Hyatt, with all in favor,
69 Resolution 2026-38; Ratifying and Resetting of Uniform Method Hearing
70 date for Tuesday May 26th., 2026 at 1:00 pm, at the Offices of Evolution
71 located at 12574 Flagler Center Blvd, Suite 101, Jacksonville, Florida
72 32258, was adopted. 4-0

73

74 **FOURTH ORDER OF BUSINESS**

Consent Agenda

75 **A. Approval of Minutes of the January 27, 2026, Public Hearing & Regular Meeting**

76 **B. Ratification of Maintenance Easement for Conservation Area**

77 **C. Ratification of Notice Regarding Assessment and Tax Leins**

78 **D. Ratification of Partial Release of Temporary Construction Easement**

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On MOTION by Mr. de la Ossa seconded by Mr. Hyatt, with all in favor,
Consent Agenda, was approved. 4-0

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
- B. District Manager
- C. District Engineer

There being no reports, the next order of business followed.

SIXTH ORDER OF BUSINESS

Board Members & Audience Comments

There being no reports, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. de la Ossa seconded by Mr. Hyatt, with all in favor,
meeting was adjourned at 1:10 pm. 4-0

Jayna Cooper/Rollamay Turkoane
District Manager

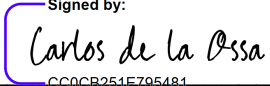
Carlos de la Ossa
Chairperson

Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Preferred Package			
Crime / Employee Dishonesty	\$209.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Liability	\$838.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Officials / Employment Practices Liability	\$1,006.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$210.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$252.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Package Payment Plan:	Annual		

**Please note that the annual premium would be \$6,001.*

I authorize **Brown & Brown** to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

Signed by:

CC0CB251E795481...

 (Signature)

Carlos de la Ossa Chair

 (Name & Title)

4/30/2026

 (Date)



General Member Information	
Name: Kings Creek II Community Development District	
Mailing: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Physical: 2005 Pan Am Circle Suite 300	
City/State/Zip: Tampa, Florida 33607	
Member Contact Information	Additional Member Information
Contact: Jayna Cooper	FEIN: NCCI Risk ID:
Title: District Manager	Population: 0
Phone#: 813-608-8242 Fax#:	County: FL
Email: jayna.cooper@inframark.com	Member Type: Community Development District
Agency Information	Agency Contact Information
Agency: Risk Management Associates, Inc.	Contact: Devyn Donley
Address: 300 North Beach Street	Phone#: 3862394070
City/State/Zip: Daytona Beach , Florida 32114	Fax#:
Phone#: (386) 252-6176 Fax#: (386) 239-4049	Email: devyn.donley@bbrown.com

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected/ Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

Signed by: Carlos de la Ossa
 SIGNATURE: _____
 TITLE: Chair
 DATE: 4/30/2026



NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	N
Boiler & Machinery	N	Crime	Y
Flood	N	Garage Keepers	N
General Liability	Y	Inland Marine	N
Professional Liability	Y	Property	N
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure Coverage	Applicable/Not Applicable
General Question	Application general Information	
General Question	Excess WC (Standards Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Operations: Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Not Applicable

Initial 

Date 4/30/2026

INITIAL HERE



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Jessica Conway
Agent Name:	Devyn Donley
Primary Member Contact:	Jayna Cooper
If New Primary Contact include name, phone and email address:	Jayna Cooper 813-608-8242 jayna.cooper@inframark.com
Requested Effective Date:	04/01/2026
Requested Termination Date:	04/01/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	4/1/2026
Is this new business? If it is new business, please complete and attach the 'Expiring Information' form. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Have you been with PGIT less than 5 years? If Yes - complete and attach the 'Loss Summary' form or a 'No Known Losses' letter. Template can be found under 'Agent Documents' at the top of the page (Application is not complete without this information).	Yes
Member's FEIN	
NCCI Risk Id #	
Population	0
Have you attached the most recent audited financials/budget?	
Please Enter Full Detail Description of Operations	
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	Annual
Do you have a Risk Manager? (If yes, please provide name and number in comment box)	No
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	No
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	0
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0
Fire - Estimated Payroll	\$0
All Other - Estimated Payroll	\$0

Initial





Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES

THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE

POL/EPLI General Questions	Response
1 - POL Limit:	\$1,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$1,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	
8 - If new business - What is your current POL/EPLI Limit?	
9 - If new business - What is your current POL/EPLI Deductible?	
10 - If new business, is your current coverage claims made or occurrence?	
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	
12 - Total Number of Board Members?	
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	
14 - Number of employees who hold professional designations	0
15 - Has any bond issue been defeated within the past three years?	No
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	No
17 - Has the public entity been in default on the principal or interest on any bond? (if yes, please provide details in comment box)	No
18 - Do you have a zoning commission? (Y/N)	No
19 - Does your legal counsel attend all meetings of the planning and zoning board?	Yes
20 - Do officials receive training with respect to open meetings and hearing regulations?	Yes
21 - Do you have a written master plan for economic development? (If yes, please select the year)	
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	Yes
23 - Do you have a formal procedure to file for a variance to land use statutes?	Yes
24 - Do you have a formal process for application and approval of permits and licenses?	Yes
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	Yes
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	No
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	No

Initial 

Date 4/30/2026

INITIAL HERE



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	No
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	0
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	0%
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	0%
32 - Average # of years of employment for all employees (Ex. 4)	0
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	Yes
34 - Is training documented in their personnel file?	Yes
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	Yes
37 - Do policies and procedures comply with state and federal guidelines?	Yes
38 - Is this manual distributed to all employees upon hiring?	Yes
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	Yes
40 - Do you follow a formal written procedure for employee disputes/complaints?	Yes
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Yes
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Yes
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Yes
44 - Have job descriptions been drafted for regular full-time positions?	Yes
45 - Are you an Equal Opportunity Employer?	Yes
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	No

Initial 

Date 4/30/2026

INITIAL HERE



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS

THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Yes
3 - Do you have firewalls installed on all external gateways?	Yes
4 - Do you take regular backups (at least weekly) of all critical data?	Yes
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	No
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	No
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	Yes
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	Yes
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	Yes
10 - All internal and remote admin access to network backup environments	Yes
11 - All internal and remote admin access to network infrastructure	Yes
12 - All internal and remote admin access to the organization's endpoints/servers	Yes
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	No
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	No

Initial 

Date 4/30/2026

INITIAL HERE



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed ^{Signed by:} Carlos de la Ossa Title Chair Date 4/30/2026
CC0CB251E795481...



This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.

Initial ^{Initial} CDLO Date 4/30/2026






Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - Auto Liability

Coverage	Response
1 - AL Limit:	\$1,000,000
2 - AL Territory:	Gulf Coast
3 - AL Deductible:	\$0
4 - Medical Payment limit:	
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	N/A
9 - Are safety inspection records maintained?	No
10 - Are vehicles assigned to specific drivers with back up drivers?	No
11 - Do you have any busing operations contracted to third parties that is greater than 50% of the overall busing operations?	No
12 - Are 15 passenger vans used for passenger transportation? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc.)	No
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	No
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	None
15 - Driver Training Program:	None
16 - MVR Criteria:	None
17 - Formal Written Accident Reporting Procedure:	None
18 - Employee Disciplinary Program for Driver Safety	None

Initial 

Date 4/30/2026





Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- CRIME

Coverage	Response
1 - Employee Dishonesty Blanket Limit (faithful performance included):	\$100,000
2 - Employee Dishonesty Deductible:	\$1,000
3 - Theft, Disappearance or Destruction Limit	\$100,000
4 - Theft, Disappearance or Destruction Deductible	\$1,000
5 - Computer Fraud Limit	\$100,000
6 - Computer Fraud Deductible	\$1,000
7 - Forgery or Alteration Limit	\$100,000
8 - Forgery or Alteration Deductible	\$1,000
9 - Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on rateable employees?	Yes
10 - How frequently are audits performed? (weekly, monthly, quarterly, annually)	Annually
11 - Who performs the audit?	CPA
12 - Is countersignature of checks required?	No
13 - Are your bank accounts reconciled by someone not authorized to deposit or withdraw?	No
14 - Number of employees handling money(accountants,bookkeepers, cashiers, check signers,etc.):	0
15 - Number of messengers:	0
16 - Number of guards accompanying messenger:	0
17 - Is banking done by your internal staff or by other outside professionals?	Other

Initial 

Date 4/30/2026

INITIAL HERE



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$1,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$1,000,000
4 - Medical Expense Limit (Max \$5,000)	\$5,000
5 - Total number of Housing Authority units	0
6 - If Housing Authority, please give number of section 8 units (including USDA units)	0
7 - Number of hotel units owned/operated by member	0
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Yes
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Yes
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Yes
11 - Do you have an ADA coordinator? If so please provide name.:	District Manager
12 - If you are a special district, are you responsible for sidewalk maintenance?	No
CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES	
13 - Athletic Fields & Activities	No
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	No
15 - Bleachers/Auditoriums/Stadiums	No
16 - Do you sponsor/operate Children/Youth Programs?	No
17 - Do you sponsor/operate Sr. Adult Program?	No
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	No
19 - Electric Power Distribution(Power Generation excluded)	No
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	No
21 - Exhibition/Convention Center	No
22 - Gas Utility Distribution (Generation Excluded)	No
23 - Golf Course	No
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	No
25 - Law Enforcement(See Law Enforcement section for coverage questions)	No
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	No
27 - Detention Facilities (See Law Enforcement section for coverage questions)	No
28 - Restaurants/Snack Bars/Food Beverage Carts	No
29 - Skate Parks	No
30 - Swimming Pools/Water Parks/Splash Parks	No
31 - Wastewater Treatment	No
32 - Water Utility	No
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	No
34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	No

Initial





Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	No
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36 – Trampolines, inflatables, or bounce houses?	No
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COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care

Response

1 - Number of Elder Care/Respite Care locations	
-------------------------------------------------	--

2 - Ratio of clients to care providers	
----------------------------------------	--

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals

Response

1 - If you have fireworks displays, how many a year do you have?	
------------------------------------------------------------------	--

2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	
-----------------------------------------------------------------------------	--

Initial 





Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	District Manager
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	Yes
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps (Residential): (Yes/No)	No
4 - Camps with overnight stays: (Yes/No)	No
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	No
6 - Juvenile Detention Centers: (Yes/No)	No
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	No
8 - Mental Institutions: (Yes/No)	No
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	No
10 - Religious/Clergy/Church Organizations	No
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	No
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	No
13 - Special Needs Educational Facilities: (Yes/No)	No
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	No
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	No
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	No
17 - Is there a Sexual Abuse Prevention Program in effect?	No
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	No
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	No
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	No
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	Yes
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	Yes
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	Yes
24 - Are standard applications used for all prospective employees or volunteers?	Yes
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	No
26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	No
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	No

Initial
MO



Coverage Term: 04/01/2026 to 04/01/2027

Member Name:

Agency: Risk Management Associates, Inc.

28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	Yes
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	No
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	No

Initial 

Date 4/30/2026

INITIAL HERE



Named Covered Party: Kings Creek II Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294990 25-01 01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

X

a. I hereby reject Uninsured Motorist coverage.

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable):
each accident.

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE
(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature
Name

Carlos de la Ossa
Carlos de la Ossa

Title
Date

Chair
4/30/2026



The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.





Named Covered Party: Kings Creek II Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294990 25-01 01

Signature Page

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

N/A	Property	TIV: Not Included
N/A	Inland Marine	Blanket Unscheduled IM: Not Included Scheduled Inland Marine: Not Included Total All Inland Marine: Not Included
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage	
X	Crime	
X	General Liability	Ratable Payroll: Not Included
N/A	Law Enforcement Liability	Officers: Not Included
X	Professional Liability	Employees: Not Included
X	Automobile	0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Applies to:	Not Included
N/A	Excess Workers' Compensation	Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).	
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).	

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signed by: Carlos de la Ossa
 Signature Carlos de la Ossa Title Chair
 Name Carlos de la Ossa Date 4/30/2026



Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers' compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental

Insurance Trust, to become effective 12:01 a.m. 05/01/2026 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Signed by:
By: Carlos de la Ossa
Signature



Witness Signature

Printed Name

Carlos de la Ossa

Printed Name

Witness Signature

Title: Chair

Printed Name

For Internal Use only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20__ SIGNED THIS ____ DAY OF _____, 20__ .

By: _____
Administrator/Trustee

**AMENDED INTERLOCAL AGREEMENT CREATING
THE
PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self-insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

st, and in the best interest of the parties hereto,

that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.

identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.

- 2.3 CONTRIBUTION(S).** “Contribution(s)” shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms “Contribution(s)”, “Premium(s)” and “Premium Contribution(s)” are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS).** “Coverage Terms” or “Coverage Agreements” shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.
- 2.5 FUND).** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES).** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER).** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE).** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.

“Participation Agreement” shall mean the

application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.

- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.
- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
 - (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;

by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;

- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.

providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.

(c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.

(d) Paying for or providing all or a part of such coverages.

(e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.

(f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.

(g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting.

may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present. The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

- 4.2** **VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.
- 4.3** **OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.
- 4.4** **EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

OR. The trustees shall designate and provide

compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.

- 4.6** COMPENSATION AND REIMBURSEMENT OF TRUSTEES. The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES

- 5.1** NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.
- 5.2** RESIGNATION AND REMOVAL OF A TRUSTEE. A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take

oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.

5.3 ELECTION OF SUCCESSOR TRUSTEES. Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.

5.4 TRUSTEE TITLE. In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.

5.5 TRUSTEE OFFICERS. The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.

(d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.

(e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

(f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.

(g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.

(h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.

(i) To invest and reinvest funds that may come into the possession of the Fund.

(j) To assume the assets and liabilities of the Fund.

(k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.

(l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.

(m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may

the state. As used herein, the phrase "public agency" includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or

in good faith and in accordance with the opinion of such counsel.

- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty

expulsion, and no liability under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

- (a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.
- (b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.
- (c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (d) To comply with the conditions of the Florida Workers' Compensation Law.
- (e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.
- (f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees.

other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said

Agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to

state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX

DURATION

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

AMENDMENT

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI**STATUTES, RULES AND REGULATIONS**

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII**MISCELLANEOUS PROVISIONS**

- 12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.
- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply.

ed in this Agreement in the singular, they shall

be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.

12.6 FISCAL YEAR. The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**MENT "A" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as a local elected official. Following a Trustees' initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

**NT "B" TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively "Preferred", "Fund" or "Trust") provides that the Amended Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS, due to legislative changes to Florida Statutes over time, it is necessary to amend certain provisions of the Amended Interlocal Agreement to be fully compliant with applicable amended Florida Statutes;

NOW, THEREFORE, by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend the Amended Interlocal Agreement set forth as follows:

1. Sections 3.1 and 3.5 of the Amended Interlocal Agreement, references to Section 768.28(15)(a), are hereby amended and restated to read 768.28(**16**)(a).
2. Section 7.2(u) of the Amended Interlocal Agreement is hereby fully amended and restated as follows:

Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability set forth therein as amended from time to time. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

3. Except as expressly modified and amended hereby, the terms and conditions of the Amended Interlocal Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the parties promise to continue to perform all obligations of the Amended Interlocal Agreement.

Effective Date: October 1, 2025