

# *Berry Bay II Community Development District*

**May 07, 2026**

## **Agenda Package**

### **TEAMS MEETING INFORMATION**

[\*\*Join the meeting now\*\*](#)

**Meeting ID:** 240 062 334 037 6 **Passcode:** wU2Sy36X

**Dial-in by phone** +1 646-838-1601 **Pin:** 311 963 193#

2005 PAN AM CIRCLE SUITE 300  
TAMPA, FLORIDA 33607

## **CLEAR PARTNERSHIPS**



**COLLABORATION**



**LEADERSHIP**



**EXCELLENCE**



**ACCOUNTABILITY**



**RESPECT**

# Berry Bay II Community Development District

## Board of Supervisors

Carlos de la Ossa, Chair  
Nicholas Dister, Vice-Chairman  
Ryan Motko, Assistant Secretary  
Alberto Viera, Assistant Secretary  
Kyle Smith, Assistant Secretary

## District Staff

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

## Regular Meeting Agenda

Thursday, May 07, 2026 at 2:00 p.m.

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The Regular Meeting of the **Berry Bay II Community Development District** will be held **May 07, 2026, at 2:00 p.m. at the Offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

**Meeting ID:** 240 062 334 037 6 **Passcode:** wU2Sy36X

**Dial-in by phone** +1 646-838-1601 **Pin:** 311 963 193#

## THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENTS**

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

3. **BUSINESS ITEMS**

- A. Consideration of Resolution 2026-05; Approving FY 2026-2027 Proposed Budget and Setting Public Hearing
- B. Consideration of Resolution 2026-06; Redesignating a Qualified Public Depository - Valley Bank
- C. Annual Notice of Qualified Electors – 0

4. **CONSENT AGENDA**

- A. Approval of Minutes of April 02, 2026, Regular Meeting
- B. Consideration of Operation and Maintenance March 2026
- C. Acceptance of the Financials and Approval of the Check Register for March 2026
- D. Ratification of Brown & Brown Insurance Proposal

5. **STAFF REPORTS**

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

6. **BOARD OF SUPERVISORS REQUESTS AND COMMENTS**

7. **ADJOURNMENT**

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2026/2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (the “Board”) of the Berry Bay II Community Development District (the “District”) prior to June 15, 2026, a proposed operation and maintenance budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (the “Proposed Budget”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT:**

1. **Proposed Budget Approved.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
2. **Setting a Public Hearing.** The public hearing on said Proposed Budget is hereby declared and set for Thursday, August 6, 2026, at 2:00 pm at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.
3. **Transmittal of Proposed Budget to Local General Purpose Government.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.
4. **Posting of Proposed Budget.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.
5. **Publication of Notice.** Notice of this public hearing shall be published in the manner prescribed by Florida law.
6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

**Passed and Adopted on May 7, 2026.**

Attested By:

**Berry Bay II Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Carlos de la Ossa  
Chair of the Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2026/2027**

***Berry Bay II***  
***Community Development District***

**FISCAL YEAR 2027**

**Proposed Budget**

**4/30/2026**

**CLEAR PARTNERSHIPS**



**COLLABORATION**



**LEADERSHIP**



**EXCELLENCE**



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**RESPECT**

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**Berry Bay II**  
Community Development District

**Operating Budget**  
FY 2027



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

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<b>REVENUES</b>		
Interest - Investments	\$0.00	\$0.00
Special Assmnts- Tax Collector	\$0.00	\$1,053,771.28
Special Assmnts- CDD Collected	\$990,550.00	\$0.00
Developer Contribution	\$0.00	\$0.00
Special Assmnts- Discounts	\$0.00	-\$42,150.85
<b>TOTAL REVENUES</b>	<b>\$990,550.00</b>	<b>\$1,011,620.43</b>

**EXPENDITURES**

***Financial and Administrative***

Supervisor Fees	\$12,000.00	\$12,000.00
Profserv-Construction	\$9,000.00	\$0.00
Profserv-Dissemination Agent	\$4,200.00	\$5,000.00
ProfServ-Info Technology	\$600.00	\$0.00
ProfServ-Recording Secretary	\$2,400.00	\$0.00
ProfServ-Trustee Fees	\$6,500.00	\$8,800.00
District Counsel	\$15,000.00	\$15,000.00
District Engineer	\$12,500.00	\$12,500.00
Administrative Services	\$4,500.00	\$0.00
District Manager	\$25,000.00	\$25,000.00
Accounting Services	\$9,000.00	\$17,500.00
Auditing Services	\$6,000.00	\$6,000.00
Website Compliance	\$1,800.00	\$1,613.00
Postage, Phone, Faxes, Copies	\$500.00	\$500.00
Legal advertising	\$3,500.00	\$3,500.00
Misc-admin Fee (%)	\$250.00	\$0.00
Bank Fees	\$200.00	\$0.00
Financial & Revenue Collections	\$1,200.00	\$3,500.00
Meeting Expense	\$4,000.00	\$0.00
Website Administration	\$1,200.00	\$1,500.00
Office supplies	\$100.00	\$0.00
Dues, Licenses, Subscriptions	\$175.00	\$175.00
Reserve	\$10,000.00	\$0.00
Assessment Roll	\$0.00	\$5,000.00
DTS - Continuing Disclosure Software Subscription	\$0.00	\$3,500.00
Arbitrage Reporting	\$0.00	\$800.00
ProfServ-Field Management	\$12,000.00	\$12,000.00
Misc-Assessment Collection Cost	\$0.00	\$21,075.43
<b>Total Financial and Administrative</b>	<b>\$141,625.00</b>	<b>\$154,963.43</b>

***Insurance***

Insurance - General Liability	\$3,594.00	\$0.00
Public Officials Insurance	\$2,531.00	\$0.00
Insurance -Property & Casualty	\$0.00	\$0.00
Insurance Deductible	\$2,500.00	\$0.00

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
Crime	\$0.00	\$0.00
Total Premium	\$0.00	\$6,002.00
<b>Total Insurance</b>	<b>\$8,625.00</b>	<b>\$6,002.00</b>
 <b>Utility Services</b>		
Utility - Electric	\$147,000.00	\$85,000.00
Street Lights	\$30,000.00	\$150,000.00
Internet Services	\$0.00	\$1,380.00
<b>Total Utility Services</b>	<b>\$177,000.00</b>	<b>\$236,380.00</b>
 <b>Other Physical Environment</b>		
Contracts - Landscape	\$349,500.00	\$350,000.00
Landscape - Mulch	\$26,250.00	\$25,000.00
Landscape - Annuals	\$13,500.00	\$0.00
Plant Replacement Program	\$35,250.00	\$50,000.00
Irrigation Maintenance	\$22,500.00	\$25,000.00
Contracts-Aquatic Control	\$10,500.00	\$26,000.00
Aquatic Plant Replacement	\$30,000.00	\$0.00
Waterway Mgmt Program -Aquatic Plantings & Repairs	\$5,000.00	\$10,000.00
Contracts-Trash & Debris Removal	\$0.00	\$5,000.00
ProfServ-Wildlife Management Service	\$9,000.00	\$13,500.00
R&M-Wetland Monitoring	\$5,000.00	\$0.00
Landscape- Storm Clean Up & Tree Removal	\$20,000.00	\$20,000.00
Ditch & Channel Maintenance	\$4,800.00	\$0.00
ROW Maintenance	\$30,000.00	\$30,000.00
R&M-Trail Maintenance	\$25,000.00	\$10,000.00
Contracts-Pressure Washing	\$15,000.00	\$10,000.00
R&M-Fence	\$10,000.00	\$0.00
R&M-Parking Lots	\$10,000.00	\$0.00
Mailbox Cover R&M	\$7,000.00	\$0.00
Hurricane Cleanup	\$35,000.00	\$0.00
R&M-Roads, Signage, Striping	\$0.00	\$10,000.00
R&M-Boundary Walls/Fences/Monuments	\$0.00	\$10,000.00
Tree Trimming	\$0.00	\$10,000.00
<b>Total Other Physical Environment</b>	<b>\$663,300.00</b>	<b>\$604,500.00</b>
 <b>MISC-Contingency</b>		
Misc-contingency	\$0.00	\$9,775.00
<b>Total MISC-Contingency</b>	<b>\$0.00</b>	<b>\$9,775.00</b>
 <b>TOTAL EXPENDITURES</b>	 <b>\$990,550.00</b>	 <b>\$1,011,620.43</b>
Excess (deficiency) of revenues Over (under) expenditures	\$0.00	\$0.00
Net change in fund balance	\$0.00	\$0.00
<b>FUND BALANCE, BEGINNING</b>	<b>\$8,400.00</b>	<b>-\$3,781.54</b>
<b>FUND BALANCE, ENDING</b>	<b>\$8,400.00</b>	<b>-\$3,781.54</b>

**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 four supervisors attending 14 meetings.

**Onsite Staff**

The district may incur expenses for employees or other staff members needed for recreational facilities such as clubhouse staff.

**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.

**Field Management**

The District has a contract with Inframark Infrastructure Management Services. for services in the administration and operation of the Property and its contractors.

**Administration**

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

**Budget Narrative**  
Fiscal Year 2027

**Financial and Administrative** (continued)

**Recording Secretary**

Inframark provides recording services with near verbatim minutes.

**Construction Accounting**

Accounting services as described within the Accounting Services but specifically regarding construction.

**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.

**Data Storage**

Cost of server maintenance and technical support for CDD related IT needs.

**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.

**Dissemination Agent/Reporting**

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.

**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.

**Budget Narrative**  
Fiscal Year 2027

**Financial and Administrative** (continued)

**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.

**Mailings**

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

**Legal Advertising**

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

**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.

**Onsite 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 ADA Compliance**

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

**Disclosure Report**

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

**Annual Stormwater Report**

Cost to produce annual report on CDD stormwater infrastructure.

**Miscellaneous Administrative**

All other administrative costs not otherwise specified above.

**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.

**Property & Casualty Insurance**

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

**Deductible**

District's share of expenses for insured property when a claim is filed.

**Utility Services**

**Electric Utility Services**

Electricity for accounts with the local Utilities Commissions for the swim club, parks, and irrigation. Fees are based on historical costs for metered use.

**Streetlights**

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

**Internet Services**

Internet service for clubhouse and other amenity locations.

**Other Physical Environment**

**Landscape Maintenance - Contract**

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

**Landscaping - Mulch**

Cost of repairs and regular maintenance to mulch.

**Landscaping - R&M**

Cost of repairs and regular maintenance to landscaping equipment.

**Plant Replacement Program**

Cost of replacing dead or damaged plants throughout the district.

**Irrigation Maintenance**

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

**Contract-Aquatic Control**

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Budget Narrative**  
Fiscal Year 2027

**Other Physical Environment** (Continued)

**Aquatics – Plant Replacement**

The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**Waterway Management Program**

Cost of maintaining waterways and rivers on district property.

**Contracts-Trash & Debris Removal**

Cost of cleaning up debris on district property.

**ProfServ-Wildlife Management Service**

Management of wildlife on district property.

**R&M-Wetland Monitoring**

Cost of repairs and regular maintenance to wetland monitoring.

**Landscape- Storm Cleanup & Tree Removal**

Cost related to storm clean up and tree removal.

**Ditch & Channel Maintenance**

Cost of repairs and regular maintenance ditches and channels.

**ROW Maintenance**

Cost of repairs and regular maintenance to ROW.

**Contracts-Pressure Washing**

Costs related to pressure washing.

**R&M-Fence**

Cost of repairs and regular maintenance to fences.

**R&M-Parking Lots**

Cost of repairs and regular maintenance to parking lots.

**R&M-Mailbox cover**

Cost of repairs and regular maintenance mailbox covers.

**Hurricane Cleanup**

Cost related to hurricane cleanup.

**R&M-Roads, Signage, Striping**

Cost of repairs and regular maintenance roads, signage, and striping.

**R&M-Boundary Walls/Fences/Monuments**

Cost of repairs and regular maintenance boundary walls fences and monuments.

**Tree Trimming**

Cost of regular maintenance related to tree trimming.

**MISC Contingency**

**Misc-Contingency**

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



**Berry Bay II**  
Community Development District

**Debt Service Budget**  
FY 2027



**Summary of Revenues Expenditures and Changes in Fund Balance**  
Fiscal Year 2027 Budget  
Series 2024 Bonds

ACCOUNT DESCRIPTION	ADOPTED BUDGET FY 2026	ANNUAL BUDGET FY 2027
<b>REVENUES</b>		
Interest - Investments	\$0.00	\$0.00
Special Assmnts- Tax Collector	\$0.00	\$865,319.15
Special Assmnts- Discounts	\$0.00	-\$34,612.77
<b>TOTAL REVENUES</b>	<b>\$0.00</b>	<b>\$830,706.38</b>
<b>EXPENDITURES</b>		
<i>Administrative</i>		
Misc-Assessment Collection Cost	\$0.00	\$17,306.38
<b>Total Administration</b>	<b>\$0.00</b>	<b>\$17,306.38</b>
<i>Debt Service</i>		
Principal Debt Retirement	\$0.00	\$195,000.00
Interest Expense	\$0.00	\$626,631.26
<b>Total Debt Service</b>	<b>\$0.00</b>	<b>\$821,631.26</b>
<b>TOTAL EXPENDITURES</b>	<b>\$0.00</b>	<b>\$838,937.64</b>
Excess (deficiency) of revenues Over (under) expenditures	\$0.00	-\$8,231.26
Net change in fund balance	\$0.00	-\$8,231.26
<b>FUND BALANCE, BEGINNING</b>	<b>\$1,047,395.00</b>	<b>\$741,886.00</b>
<b>FUND BALANCE, ENDING</b>	<b>\$1,047,395.00</b>	<b>\$733,654.74</b>
<b>PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT</b>		
	11/1/2024	11/1/2027
Series 2024 Bonds	\$12,135,000.00	\$11,575,000.00

**Series 2024 Special Assessment Revenue Bonds Amortization  
Schedule**

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2024	12,135,000			166,694	166,694	
11/1/2024	12,135,000			322,634	322,634	489,329
5/1/2025	12,135,000	180,000	2.625%	322,634	672,634	
11/1/2025	11,955,000			318,041	318,041	990,675
5/1/2026	11,955,000	185,000	2.625%	318,041	678,041	
11/1/2026	11,770,000			313,316	313,316	991,356
5/1/2027	11,770,000	195,000	2.625%	313,316	683,316	
11/1/2027	11,575,000			308,459	308,459	991,775
5/1/2028	11,575,000	205,000	2.625%	308,459	688,459	
11/1/2028	11,370,000			303,472	303,472	991,931
5/1/2029	11,370,000	215,000	2.625%	303,472	693,472	
11/1/2029	11,155,000			298,353	298,353	991,825
5/1/2030	11,155,000	225,000	3.125%	298,353	703,353	
11/1/2030	10,930,000			292,025	292,025	995,378
5/1/2031	10,930,000	235,000	3.125%	292,025	707,025	
11/1/2031	10,695,000			285,541	285,541	992,566
5/1/2032	10,695,000	245,000	3.125%	285,541	715,541	
11/1/2032	10,450,000			278,822	278,822	994,363
5/1/2033	10,450,000	260,000	3.125%	278,822	718,822	
11/1/2033	10,190,000			271,947	271,947	990,769
5/1/2034	10,190,000	270,000	3.125%	271,947	726,947	
11/1/2034	9,920,000			264,838	264,838	991,784
5/1/2035	9,920,000	285,000	3.625%	264,838	734,838	
11/1/2035	9,635,000			256,319	256,319	991,156
5/1/2036	9,635,000	300,000	3.625%	256,319	746,319	
11/1/2036	9,335,000			247,438	247,438	993,756
5/1/2037	9,335,000	320,000	3.625%	247,438	752,438	
11/1/2037	9,015,000			238,284	238,284	990,722
5/1/2038	9,015,000	335,000	3.625%	238,284	763,284	
11/1/2038	8,680,000			228,769	228,769	992,053
5/1/2039	8,680,000	355,000	3.625%	228,769	773,769	
11/1/2039	8,325,000			218,891	218,891	992,659
5/1/2040	8,325,000	370,000	3.625%	218,891	783,891	
11/1/2040	7,955,000			208,650	208,650	992,541
5/1/2041	7,955,000	390,000	3.625%	208,650	793,650	
11/1/2041	7,565,000			198,047	198,047	991,697
5/1/2042	7,565,000	415,000	3.625%	198,047	808,047	
11/1/2042	7,150,000			186,991	186,991	995,038
5/1/2043	7,150,000	435,000	3.625%	186,991	816,991	
11/1/2043	6,715,000			175,572	175,572	992,563
5/1/2044	6,715,000	460,000	3.625%	175,572	830,572	
11/1/2044	6,255,000			163,700	163,700	994,272
5/1/2045	6,255,000	485,000	4.000%	163,700	843,700	
11/1/2045	5,770,000			150,100	150,100	993,800
5/1/2046	5,770,000	510,000	4.000%	150,100	855,100	
11/1/2046	5,260,000			136,000	136,000	991,100
5/1/2047	5,260,000	540,000	4.000%	136,000	871,000	
11/1/2047	4,720,000			121,300	121,300	992,300
5/1/2048	4,720,000	570,000	4.000%	121,300	886,300	
11/1/2048	4,150,000			106,000	106,000	992,300
5/1/2049	4,150,000	600,000	4.000%	106,000	901,000	
11/1/2049	3,550,000			90,100	90,100	991,100
5/1/2050	3,550,000	635,000	4.000%	90,100	920,100	
11/1/2050	2,915,000			73,500	73,500	993,600
5/1/2051	2,915,000	670,000	4.000%	73,500	938,500	
11/1/2051	2,245,000			56,200	56,200	994,700
5/1/2052	2,245,000	710,000	4.000%	56,200	956,200	
11/1/2052	1,535,000			38,200	38,200	994,400
5/1/2053	1,535,000	745,000	4.000%	38,200	973,200	
11/1/2053	790,000			19,500	19,500	992,700
5/1/2054	790,000	790,000	4.000%	19,500	994,500	
		11,575,000		10,434,031	27,114,031	26,802,847

**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**

**Debt Service**

**Principal Debt Retirement**

The district pays regular principal payments to annually to pay down/retire the debt.

**Interest Expense**

The District Pays interest Expenses on the debt twice a year.



**Berry Bay II**

Community Development District

**Supporting Budget Schedule**

FY 2027

**Assessment Summary**  
Fiscal Year 2027 vs. Fiscal Year 2026

**ASSESSMENT ALLOCATION**

Assessment Area One										
Product	Units	General Fund			Debt Service		Total Assessments per Unit			
		FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	FY 2027	FY 2026	Dollar Change	Percent Change
SF 50'	340	\$730.37	\$730.37	\$0.00	\$1,861.70	\$1,861.70	\$2,592.07	\$2,592.07	\$0.00	0%
SF 60'	104	\$876.44	\$876.44	\$0.00	\$2,234.04	\$2,234.04	\$3,110.48	\$3,110.48	\$0.00	0%
	<b>444</b>									

Assessment Area Two										
Product	Units	General Fund			Debt Service		Total Assessments per Unit			
		FY 2027	FY 2026	Dollar Change	FY 2027	FY 2026	FY 2027	FY 2026	Dollar Change	Percent Change
Multi- Family	181	\$438.22	\$438.22	\$0.00	\$0.00	\$0.00	\$438.22	\$438.22	\$0.00	0%
Townhomes	189	\$438.22	\$438.22	\$0.00	\$0.00	\$0.00	\$438.22	\$438.22	\$0.00	0%
SF 40'	465	\$584.29	\$584.30	-\$0.01	\$0.00	\$0.00	\$584.29	\$584.30	-\$0.01	0%
SF 50'	36	\$730.37	\$730.37	\$0.00	\$0.00	\$0.00	\$730.37	\$730.37	\$0.00	0%
SF 60'	290	\$876.44	\$876.44	\$0.00	\$0.00	\$0.00	\$876.44	\$876.44	\$0.00	0%
	<b>1161</b>									

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE, OR REGULATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Berry Bay II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

**WHEREAS**, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

**WHEREAS**, the Board, having appointed a Treasurer and other officers, is in a position to select a new public depository and to comply with the requirements for public depositories; and

**WHEREAS**, the Board wishes to re-designate a public depository for District funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT:**

**SECTION 1.** Valley Bank, is hereby designated as the public depository for funds of the District.

**SECTION 2.** In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

**SECTION 3.** The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30th of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

**SECTION 4.** The Chair, Vice-Chair, Treasurer, Assistant Treasurer, Secretary, and Assistant Secretaries are hereby designated as authorized signatories for the operating bank accounts of the District.

**SECTION 5.** The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

**SECTION 6.** This Resolution shall take effect on May 7, 2026.

**PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2026.**

**ATTEST:**

**BERRY BAY II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary / Assistant Secretary

\_\_\_\_\_  
Name: Carlos de la Ossa  
Title: Chairperson, Board of Supervisors



*Craig Latimer*  
**Supervisor of Elections**

Our Vision: To be the best place in America to vote

GOVERNOR'S STERLING  
AWARD RECIPIENT

April 20, 2026

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2026, listed below.

Community Development District	Number of Registered Electors
Berry Bay II CDD	0

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 367-8829 or [pthomas@votehillsborough.gov](mailto:pthomas@votehillsborough.gov).

Respectfully,

Patricia "Patti" Thomas  
Administrative Assistant/Candidate Services

**VoteHillsborough.gov**



**(813) 744 - 5900**

Fred B. Karl County Center  
601 E. Kennedy Blvd., 16th Floor, Tampa, FL 33602

Robert L. Gilder Elections Service Center  
2514 N. Falkenburg Rd., Tampa, FL 33619

*See website for regional office locations.*



42 **E. Ratification of Eco-Logic Services LLC-Aquatics Environmental Services**  
43 **Agreement**

44 **F. Ratification of Website Creation and Management Agreement**

45  
46 

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in 47 favor, Consent Agenda, was approved. 5-0
---

48  
49 **FIFTH ORDER OF BUSINESS** **Staff Reports**

- 50 **A. District Counsel**
- 51 **B. District Engineer**
- 52 **C. District Manager**

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

54  
55 **SIXTH ORDER OF BUSINESS** **Board of Supervisors' Requests and**  
56 **Comments**

57 There being none, the next order of business followed.

58  
59 **SEVENTH ORDER OF BUSINESS** **Adjournment**

60 There being no further business,

61  
62 

On MOTION by Mr. de la Ossa seconded by Mr. Smith, with all in 63 favor the meeting was adjourned at 2:59 p.m. 5-0
---

64  
65  
66  
67  
68 

_____ Jayna Cooper/Rollamay Turkoane 69 District Manager	_____ Carlos de la Ossa Chairperson
--	---

**BERRY BAY II**  
**Summary of Operations and Maintenance Invoices**

Vendor	Invoice Date	Invoice/Account Number	Amount	Invoice Total	Vendor Total	Comments/Description
<b>Monthly Contract</b>						
INFRAMARK LLC	3/1/2026	173085	\$1,458.33			ACCOUNTING SVCS
INFRAMARK LLC	3/1/2026	173085	\$2,083.33			DISTRICT MGMNT SVCS
INFRAMARK LLC	3/1/2026	173085	\$125.00			WEBSITE MAINT
INFRAMARK LLC	3/1/2026	173085	\$708.33			ASSESSMENT ROLL
INFRAMARK LLC	3/1/2026	173085	\$416.67	\$4,791.66		DISSEMINATION SERVICES
INFRAMARK LLC	3/13/2026	173896	\$2.22		\$4,793.88	POSTAGE
STRALEY ROBIN VERICKER	3/18/2026	28037	\$1,120.50			PROFESSIONAL SERVICES
<b>Monthly Contract Subtotal</b>			<b>\$5,914.38</b>			
<b>Utilities</b>						
TECO	3/13/2026	031326-221009606064	\$17.88			ELECTRIC 02/07/26-03/09/26
TECO	3/13/2026	031326-211036333790	\$20.98		\$38.86	ELECTRIC
<b>Utilities Subtotal</b>			<b>\$38.86</b>			
<b>Regular Services</b>						
ALBERTO VIERA	3/5/2026	AV-030526	\$200.00			BOARD 03/05/26
BERRY BAY CDD	3/11/2026	031126-REIMB	\$13,617.25			REIMB FOR PAYMENTS MADE INCORRECTLY
CARLOS DE LA OSSA	3/5/2026	CO-030526	\$200.00			BOARD 03/05/26
GRAU & ASSOCIATES	3/2/2026	28733	\$2,300.00			AUDIT FYE 09/30/2025
KYLE SMITH	3/5/2026	KS-030526	\$200.00			BOARD 03/05/26
NICHOLAS J. DISTER	3/5/2026	ND-030526	\$200.00			BOARD 03/05/26
RYAN MOTKO	3/5/2026	RM-030526	\$200.00			BOARD 03/05/26
<b>Regular Services Subtotal</b>			<b>\$16,917.25</b>			
<b>TOTAL</b>			<b>\$22,870.49</b>			



# INVOICE

2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**INVOICE#**

173085

**DATE**

3/1/2026

**BILL TO**

Berry Bay II Community Development  
District  
2005 Pan Am Cir Ste 300  
Tampa FL 33607-6008  
United States

**CUSTOMER ID**

C5100

**NET TERMS**

Due On Receipt

**PO#****DUE DATE**

3/1/2026

**Services provided for the Month of: March 2026**

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services	1	Ea	1,458.33		1,458.33
Assessment Roll	1	Ea	708.33		708.33
Dissemination Services	1	Ea	416.67		416.67
District Management	1	Ea	2,083.33		2,083.33
Website Maintenance / Admin	1	Ea	125.00		125.00
<b>Subtotal</b>					<b>4,791.66</b>

<b>Subtotal</b>	\$4,791.66
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$4,791.66

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

*To pay via ACH or Wire, please refer to our banking information below:*

*Account Name: INFRAMARK, LLC*

*ACH - Bank Routing Number: 111000614 / Account Number: 912593196*

*Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice Number on your form of payment.*



# INVOICE

2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**INVOICE#**

173896

**DATE**

3/13/2026

**BILL TO**

Berry Bay II Community Development  
District  
2005 Pan Am Cir Ste 300  
Tampa FL 33607-6008  
United States

**CUSTOMER ID**

C5100

**NET TERMS**

Due On Receipt

**PO#****DUE DATE**

3/13/2026

Services provided for the Month of: February 2026

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	3	Ea	0.74		2.22
<b>Subtotal</b>					<b>2.22</b>

<b>Subtotal</b>	\$2.22
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$2.22

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

# Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400

Federal Tax Id. - 20-1778458

Berry Bay II CDD  
Inframark  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607

March 18, 2026  
Client: 001608  
Matter: 000001  
Invoice #: 28037

Page: 1

RE: General

For Professional Services Rendered Through February 28, 2026

## SERVICES

Date	Person	Description of Services	Hours	Amount
2/4/2026	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING; TELEPHONE CALL WITH J. COOPER.	0.3	\$121.50
2/5/2026	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.3	\$121.50
2/5/2026	JMV	REVIEW CDD AUDIT NOTICE; PREPARE DISTRICT COUNSEL RESPONSE LETTER.	1.0	\$405.00
2/5/2026	LC	REVIEW AUDITOR REQUEST FOR FISCAL YEAR ENDED SEPTEMBER 30, 2025; PREPARE DRAFT AUDIT RESPONSE RE SAME.	0.5	\$97.50
2/5/2026	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	0.4	\$150.00
2/20/2026	KCH	PREPARE FOR AND ATTEND CDD OPERATIONS MEETING IN PERSON.	0.2	\$75.00
2/26/2026	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
Total Professional Services			3.1	\$1,120.50

March 18, 2026  
Client: 001608  
Matter: 000001  
Invoice #: 28037

Page: 2

---

Total Services	\$1,120.50	
Total Disbursements	\$0.00	
Total Current Charges		\$1,120.50
Previous Balance		\$1,684.50
<i>Less Payments</i>		<i>(\$1,684.50)</i>
<b>PAY THIS AMOUNT</b>		<b>\$1,120.50</b>

***Please Include Invoice Number on all Correspondence***



**BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT**  
 6102 FRESH FLORA DR  
 WIMAUMA, FL 33598

**Statement Date:** March 13, 2026

**Amount Due:** \$17.88

**Due Date:** April 06, 2026  
**Account #:** 221009606064

**Account Summary**

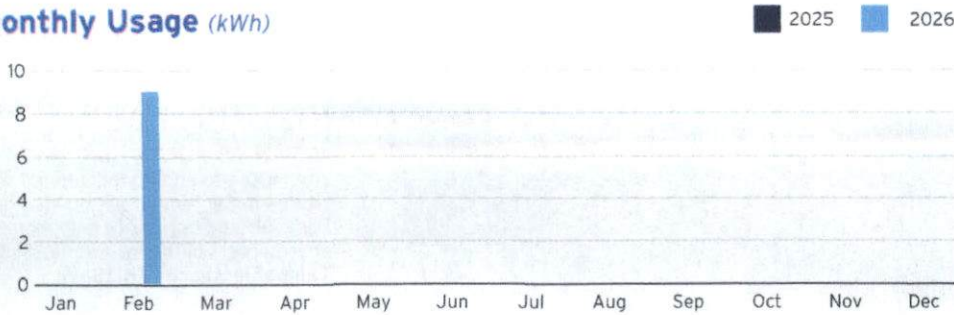
<b>Current Service Period:</b> February 07, 2026 - March 09, 2026	
Previous Amount Due	\$22.88
Payment(s) Received Since Last Statement	-\$22.88
Miscellaneous Credits	-\$3.10
Credit balance after payments and credits	-\$3.10
<b>Current Month's Charges</b>	<b>\$20.98</b>
<b>Amount Due by April 06, 2026</b>	<b>\$17.88</b>

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Scan here to view your account online.

00004679-0010442-Page 1 of 12

**Monthly Usage (kWh)**



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](http://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

**Account #:** 221009606064  
**Due Date:** April 06, 2026

**Pay your bill online at TampaElectric.com**  
 See reverse side of your paystub for more ways to pay.

MAR 18 2026

**Amount Due:** \$17.88

**Payment Amount:** \$ \_\_\_\_\_

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](http://TampaElectric.com/Paperless) to enroll now.

676075722091

00004679 FTECO103132623004710 00000 02 01000000 11582 006  
**BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT**  
 2005 PAN AM CIR, STE 300  
 TAMPA, FL 33607-6008

Mail payment to:  
 TECO  
 P.O. BOX 31318  
 TAMPA, FL 33631-3318

Make check payable to: TECO  
 Please write your account number on the memo line of your check.

6760757220912210096060640000000017888



**Service For:**  
 6102 FRESH FLORA DR  
 WIMAUMA, FL 33598

**Account #:** 221009606064  
**Statement Date:** March 13, 2026  
**Charges Due:** April 06, 2026

## Meter Read

**Service Period:** Feb 07, 2026 - Mar 09, 2026      **Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
2000111592	03/09/2026	9		9		0 kWh	1	31 Days

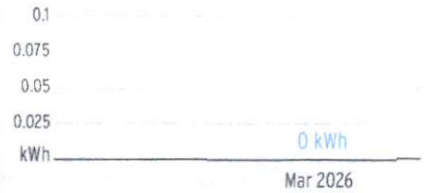
## Charge Details

Electric Charges		
Daily Basic Service Charge	31 days @ \$0.66000	\$20.46
Florida Gross Receipt Tax		\$0.52
<b>Electric Service Cost</b>		<b>\$20.98</b>

**Total Current Month's Charges**      **\$20.98**

Miscellaneous Credits	
Sales Tax Credit	-\$3.10
<b>Total Current Month's Credits</b>	<b>-\$3.10</b>

## Avg kWh Used Per Day



## Important Messages

### Storm Surcharge Ends in September, Lowering Electric Costs

In September, the temporary storm surcharge will come off your bill. Most businesses are expected to see costs decrease by approximately 1 to 12%, depending on usage. The charge was put in place after the 2024 hurricane season, one of the most severe in our history. Restoration costs totaled approximately \$464 million and were spread over time to help reduce bill impacts. We know a year of elevated energy costs has added pressure, particularly during warmer weather when usage rises, and we're committed to ending this temporary charge in September as scheduled. For tools and options to help manage energy costs in the meantime, please visit [TampaElectric.com/BizSave](http://TampaElectric.com/BizSave).

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For more information about your bill and understanding your charges, please visit [TampaElectric.com](http://TampaElectric.com)

## Ways To Pay Your Bill

**Bank Draft**  
 Visit [TECOaccount.com](http://TECOaccount.com) for free recurring or one time payments via checking or savings account.

**In-Person**  
 Find list of Payment Agents at [TampaElectric.com](http://TampaElectric.com)

**Mail A Check**  
**Payments:**  
 TECO  
 P.O. Box 31318  
 Tampa, FL 33631-3318  
 Mail your payment in the enclosed envelope.

**Credit or Debit Card**  
 Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](http://TECOaccount.com). Convenience fee will be charged.

**Phone**  
 Toll Free: **866-689-6469**

**All Other Correspondences:**  
 Tampa Electric  
 P.O. Box 111  
 Tampa, FL 33601-0111

## Contact Us

**Online:**  
[TampaElectric.com](http://TampaElectric.com)

**Phone:**  
**Commercial Customer Care:**  
 866-832-6249

**Residential Customer Care:**  
 813-223-0800 (Hillsborough)  
 863-299-0800 (Polk County)  
 888-223-0800 (All Other Counties)

**Hearing Impaired/TTY:**  
 7-1-1  
**Power Outage:**  
 877-588-1010  
**Energy-Saving Programs:**  
 813-275-3909

**Please Note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



**BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT**  
 5520 BERRY GROVE BL, LIFT STN  
 WIMAUMA, FL 33598

**Statement Date:** March 13, 2026


**Amount Due:** \$20.98

**Due Date:** April 06, 2026  
**Account #:** 211036333790

**Account Summary**

<b>Current Service Period:</b> February 07, 2026 - March 09, 2026	
Previous Amount Due	\$19.63
Payment(s) Received Since Last Statement	-\$19.63
<b>Current Month's Charges</b>	<b>\$20.98</b>
<b>Amount Due by April 06, 2026</b>	<b>\$20.98</b>

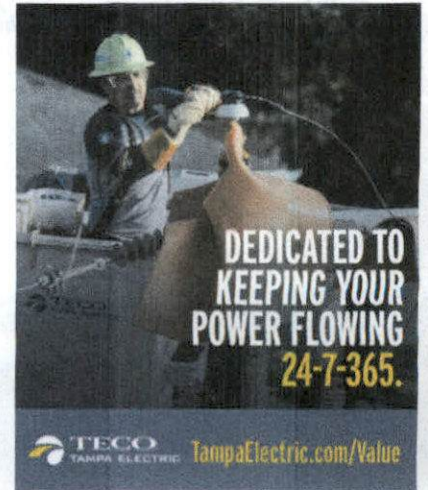
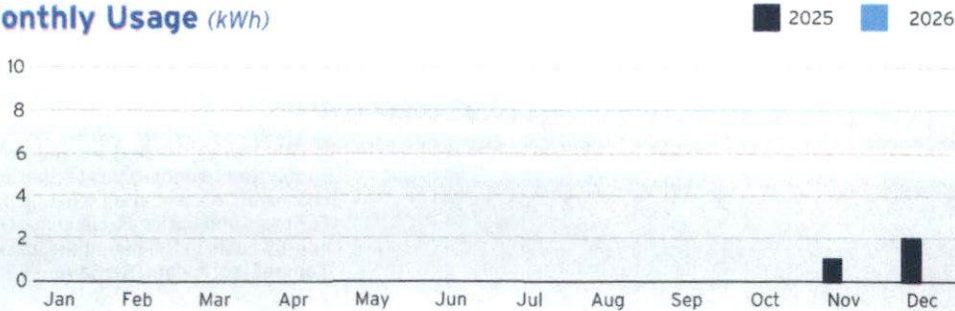
Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Scan here to view your account online.

00004679-0010444-Page 5 of 12

**Monthly Usage (kWh)**



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](http://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

**Account #:** 211036333790  
**Due Date:** April 06, 2026

 **Pay your bill online at TampaElectric.com**  
 See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](http://TampaElectric.com/Paperless) to enroll now.

**Amount Due:** \$20.98

**Payment Amount:** \$ \_\_\_\_\_

624224134571



BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT  
 2005 PAN AM CIR, STE 300  
 TAMPA, FL 33607-6008

Mail payment to:  
 TECO  
 P.O. BOX 31318  
 TAMPA, FL 33631-3318

Make check payable to: TECO  
 Please write your account number on the memo line of your check.

624224134571211036333790000000020986



**Service For:**  
 5520 BERRY GROVE BL  
 LIFT STN, WIMAUMA, FL 33598

**Account #:** 211036333790  
**Statement Date:** March 13, 2026  
**Charges Due:** April 06, 2026

## Meter Read

**Service Period:** Feb 07, 2026 - Mar 09, 2026      **Rate Schedule:** General Service - Non Demand

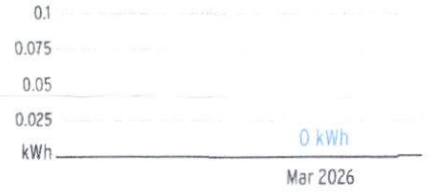
Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000850441	03/09/2026	3		3		0 kWh	1	31 Days

## Charge Details

Electric Charges		
Daily Basic Service Charge	31 days @ \$0.66000	\$20.46
Florida Gross Receipt Tax		\$0.52
<b>Electric Service Cost</b>		<b>\$20.98</b>

**Total Current Month's Charges      \$20.98**

## Avg kWh Used Per Day



## Important Messages

**Storm Surcharge Ends in September, Lowering Electric Costs**  
 In September, the temporary storm surcharge will come off your bill. Most businesses are expected to see costs decrease by approximately 1 to 12%, depending on usage. The charge was put in place after the 2024 hurricane season, one of the most severe in our history. Restoration costs totaled approximately \$464 million and were spread over time to help reduce bill impacts. We know a year of elevated energy costs has added pressure, particularly during warmer weather when usage rises, and we're committed to ending this temporary charge in September as scheduled. For tools and options to help manage energy costs in the meantime, please visit [TampaElectric.com/BizSave](http://TampaElectric.com/BizSave).

For more information about your bill and understanding your charges, please visit [TampaElectric.com](http://TampaElectric.com)

## Ways To Pay Your Bill

- Bank Draft**  
 Visit [TECOaccount.com](http://TECOaccount.com) for free recurring or one time payments via checking or savings account.
- In-Person**  
 Find list of Payment Agents at [TampaElectric.com](http://TampaElectric.com)
- Mail A Check Payments:**  
 TECO  
 P.O. Box 31318  
 Tampa, FL 33631-3318  
 Mail your payment in the enclosed envelope.
- Credit or Debit Card**  
 Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](http://TECOaccount.com). Convenience fee will be charged.
- Phone**  
 Toll Free: **866-689-6469**
- All Other Correspondences:**  
 Tampa Electric  
 P.O. Box 111  
 Tampa, FL 33601-0111

## Contact Us

- Online:** [TampaElectric.com](http://TampaElectric.com)
- Phone:**
- Commercial Customer Care:** 866-832-6249
- Residential Customer Care:** 813-223-0800 (Hillsborough)  
863-299-0800 (Polk County)  
888-223-0800 (All Other Counties)
- Hearing Impaired/TTY:** 7-1-1
- Power Outage:** 877-588-1010
- Energy-Saving Programs:** 813-275-3909

**Please Note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.

00004579-0010444-Page 6 of 12

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

District Name: Berry Bay II CDD

Board Meeting Date: March 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	ÁGEEÁ
2 Nick Dister	X	ÁGEEÁ
3 Ryan Motko	X	ÁGEEÁ
4 Albert Viera	X	\$200
5 Kyle Smith	X	ÁGEEÁ

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper  
District Manager Signature

March 05, 2026  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE\*\***

# CHECK REQUEST FORM

**District Name:** Berry Bay II

**Date:** 3/11/26

**Invoice Number:** 03112026 Reimb

**Please issue a check to:**

**Vendor Name:** Berry Bay

**Vendor No.:**

**Check amount:** \$13,617.25

**Please code to:**

**Check Description/Reason:** REIMB FOR PAYMENTS MADE INCORRECTLY

**Mailing instructions:** DO NOT MAIL

BERRY BAY

2005 PAN AM CIRCLE SUITE 300

TAMPA, FL 33617

**Due Date for Check:** 3/11/2026

**Requestor:** Teresa Farlow

**Manager's review:** 

<b>Invoice Number</b>	2293850
<b>Invoice Date</b>	October 4, 2024
<b>Purchase Order</b>	238201896
<b>Customer Number</b>	156811
<b>Project Number</b>	238201896

**Bill To**

Berry Bay Community  
 Development District  
 Accounts Payable  
 c/o Inframark  
 210 North University Drive,  
 Suite 702  
 Coral Springs FL 33071  
 United States

**Please Remit To**

Stantec Consulting Services  
 Inc. (SCSI)  
 13980 Collections Center  
 Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Berry Bay II CDD</b>			
	Project Manager	Sahebkar, Hamid	Contract Upset	15,000.00
	Current Invoice Total (USD)	10,000.00	Contract Billed to Date For Period Ending	10,000.00 <b>October 4, 2024</b>

<b>Top Task</b>	<b>200</b>	<b>Bond Validation and First Bond Issue Engineer's Report</b>		<b>Total Invoiced</b>	<b>Previously Invoiced</b>	<b>Current Invoice</b>
<b>Progress Charge</b>	10,000.00 x	100.00 % Complete		10,000.00	0.00	10,000.00
Top Task Subtotal	Bond Validation and First Bond Issue Engineer's Report					10,000.00
<b>Total Fees &amp; Disbursements</b>						10,000.00
<b>INVOICE TOTAL (USD)</b>						<b>10,000.00</b>

**Net Due in 30 Days or in accordance with terms of the contract**

<b>Invoice Number</b>	2420784
<b>Invoice Date</b>	July 3, 2025
<b>Purchase Order</b>	238201896
<b>Customer Number</b>	156811
<b>Project Number</b>	238201896

**Bill To**

Berry Bay Community  
 Development District  
 Accounts Payable  
 c/o Inframark  
 210 North University Drive, Suite  
 702  
 Coral Springs FL 33071  
 United States

**EFT/ACH Remit To (Preferred)**

Stantec Consulting Services Inc. (SCSI)  
 Bank of America  
 ABA No. : 111000012  
 Account No: 3752096026  
 Email Remittance: eft@stantec.com

**Alternative Remit To**

Stantec Consulting Services  
 Inc. (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Berry Bay II CDD</b>			
	Project Manager	Stewart, Tonja L	Contract Upset	24,500.00
	Current Invoice Total (USD)	2,785.00	Contract Billed to Date For Period Ending	10,285.00 <b>June 27, 2025</b>

**Top Task**                      **2025**                      **2025 FY General Consulting**

**Professional Services**

<b>Billing Level</b>		<b>Current Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Level 07	Nurse, Vanessa M	5.50	167.00	918.50
Level 10	Waag, R Tyson (Tyson)	3.50	182.00	637.00
Level 10	Rankin, Ashley Alexandra	3.00	190.00	570.00
Level 10	Waag, R Tyson (Tyson)	3.25	190.00	617.50
	<b>Subtotal Professional Services</b>	<u>15.25</u>		<u>2,743.00</u>

**Disbursements**

Direct - Postage & Courier	42.00
<b>Subtotal Disbursements</b>	<u>42.00</u>

Top Task Subtotal	2025 FY General Consulting	2,785.00
	<b>Total Fees &amp; Disbursements</b>	<u>2,785.00</u>
	<b>INVOICE TOTAL (USD)</b>	<b>2,785.00</b>

**Net Due in 30 Days or in accordance with terms of the contract**

**Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager**

Billing Backup

Date	Project	Task	Expnd Type	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2025-04-15	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	CORRESPONDENCE RE: GC PROPOSAL	
2025-05-01	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	BERRY BAY II - PREPARED PROPOSAL	
2025-06-02	238201896	2025	Direct - Regular	NURSE, VANESSA M	1.00	167.00	167.00	REQUISITIONS	
2025-06-03	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.25	167.00	41.75	REQUISITIONS	
2025-06-04	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.25	167.00	41.75	REQUISITIONS	
2025-06-10	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.75	167.00	125.25	REQUISITIONS	
2025-06-16	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.75	167.00	125.25	REQUISITIONS	
2025-06-23	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	SENT OUT VICINITY MAP	
2025-06-24	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	REQUISITIONS	
2025-06-26	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	167.00	83.50	REQUISITIONS	
2025-05-05	238201896	2025	Direct - Regular	RANKIN, ASHLEY ALEXANDRA	1.50	190.00	285.00	PROJECT COORDINATION	
2025-06-10	238201896	2025	Direct - Regular	RANKIN, ASHLEY ALEXANDRA	1.00	190.00	190.00	PROJECT COORDINATION	
2025-06-11	238201896	2025	Direct - Regular	RANKIN, ASHLEY ALEXANDRA	0.50	190.00	95.00	PROJECT COORDINATION	
2024-10-03	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	MEETING PREPARATION AND MEETING ATTENDANCE.	
2024-10-04	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	MEETING PREP	
2024-11-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	182.00	45.50	REVIEW AGENDA	
2024-11-07	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	182.00	45.50	MEETING ATTENDANCE	
2024-12-05	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	REVIEW MEETING AGENDA AND MONTHLY BOARD MEETING ATTENDANCE. (MOVE TO 2025 WHEN OPEN)	
2024-12-10	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	182.00	91.00	PROVIDE REQUESTED BILLING BACK UP FOR OUTSTANDING CHANGE ORDER.	
2024-12-18	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	1.00	182.00	182.00	UPDATE MAINTENANCE AND OWNERSHIP MAPPING. (MOVE TO TASK 2025 WHEN AVAILABLE)	
2025-01-09	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW MEETING AGENDA AND MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN OPEN)	
2025-01-10	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	190.00	47.50	COORDINATION MEETING	
2025-02-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW AGENDA AND MONTHLY BOARD MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN AVAILABLE).	
2025-03-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	REVIEW AGENDA AND MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN AVAILABLE)	
2025-04-03	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND MEETING ATTENDANCE. (MOVE TO TASK 2025 WHEN AVAILABLE)	
2025-05-01	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND MEETING ATTENDANCE.	
2025-06-05	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND MEETING ATTENDANCE.	
2025-05-30	238201896	2025	Direct - Postage & Courier	AMERICAN COURIER EXPRESS	42.00	1.00	42.00	67453	
<b>Total Project 238201896</b>					<b>57.25</b>		<b>\$2,785.00</b>		



INVOICE

**Invoice Number** 2440637  
**Invoice Date** August 20, 2025  
**Customer Number** 156811  
**Project Number** 238201896

**Bill To**

Berry Bay Community  
 Development District  
 Accounts Payable  
 c/o Inframark  
 210 North University Drive, Suite  
 702  
 Coral Springs FL 33071  
 United States

**EFT/ACH Remit To (Preferred)**

Stantec Consulting Services Inc. (SCSI)  
 Bank of America  
 ABA No. : 111000012  
 Account No: 3752096026  
 Email Remittance: [eff@stantec.com](mailto:eff@stantec.com)

**Alternative Remit To**

Stantec Consulting Services Inc.  
 (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States  
 Federal Tax ID  
 11-2167170

**Project Description:** Berry Bay II CDD

<b>Stantec Project Manager:</b>	Stewart, Tonja L
<b>Authorization Amount:</b>	\$24,500.00
<b>Authorization Previously Billed:</b>	\$10,285.00
<b>Authorization Budget Remaining:</b>	\$13,704.75
<b>Authorization Billed to Date:</b>	\$10,795.25
<b>Current Invoice Due:</b>	\$510.25
<b>For Period Ending:</b>	August 8, 2025

**Invoice:** [InframarkCMS@payableslockbox.com](mailto:InframarkCMS@payableslockbox.com)  
**CC:** [angie.grunwald@inframark.com](mailto:angie.grunwald@inframark.com)

**Net Due in 30 Days or in accordance with terms of the contract**

**Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager**

INVOICE

Invoice Number

2440637

Project Number

238201896

**Top Task 2025**

**2025 FY General Consulting**

Professional Services

**Billing Level**

	<b>Date</b>	<b>Hours</b>	<b>Rate</b>	<b>Current Amount</b>
Level 07				
Nurse, Vanessa M	2025-07-10	0.75	183.00	137.25
		<b>0.75</b>		<b>137.25</b>
Level 09				
Nurse, Vanessa M	2025-07-15	0.25	183.00	45.75
Nurse, Vanessa M	2025-07-22	0.25	183.00	45.75
Nurse, Vanessa M	2025-08-07	0.50	183.00	91.50
		<b>1.00</b>		<b>183.00</b>
Level 10				
Waag, R Tyson (Tyson)	2025-07-10	0.50	190.00	95.00
Waag, R Tyson (Tyson)	2025-08-06	0.25	190.00	47.50
Waag, R Tyson (Tyson)	2025-08-07	0.25	190.00	47.50
		<b>1.00</b>		<b>190.00</b>
<b>Professional Services Subtotal</b>		<b>2.75</b>		<b>510.25</b>

**Top Task 2025 Total**

**510.25**

Total Fees & Disbursements

\$510.25

**INVOICE TOTAL (USD)**

**\$510.25**

Billing Backup

Date	Project	Task	Expnd Type	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2025-07-10	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.75	183.00	137.25	REQUISITIONS	
2025-07-15	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.25	183.00	45.75	REQUISITIONS	
2025-07-22	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.25	183.00	45.75	PROJECT MANAGER SUPPORT	
2025-08-07	238201896	2025	Direct - Regular	NURSE, VANESSA M	0.50	183.00	91.50	REQUISITIONS	
2025-07-10	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.50	190.00	95.00	MONTHLY BOARD MEETING PREPARATION AND ATTENDANCE VIA TEAMS	
2025-08-06	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	190.00	47.50	MONTHLY BOARD MEETING PREPARATION.	
2025-08-07	238201896	2025	Direct - Regular	WAAG, R TYSON (TYSON)	0.25	190.00	47.50	MONTHLY BOARD MEETING ATTENDANCE (BUDGET MEETING AND REGULAR AGENDA).	
<b>Total Project 238201896</b>					<b>2.75</b>		<b>\$510.25</b>		



INVOICE

<b>Invoice Number</b>	2501415
<b>Invoice Date</b>	December 9, 2025
<b>Customer Number</b>	156811
<b>Project Number</b>	238201896

**Bill To**

Berry Bay Community  
 Development District  
 Accounts Payable  
 c/o Inframark  
 210 North University Drive, Suite  
 702  
 Coral Springs FL 33071  
 United States

**EFT/ACH Remit To (Preferred)**

Stantec Consulting Services Inc. (SCSI)  
 Bank of America  
 ABA No. : 111000012  
 Account No: 3752096026  
 Email Remittance: [eff@stantec.com](mailto:eff@stantec.com)

**Alternative Remit To**

Stantec Consulting Services Inc.  
 (SCSI)  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States  
 Federal Tax ID  
 11-2167170

**Project Description:** Berry Bay II CDD

<b>Stantec Project Manager:</b>	Stewart, Tonja L
<b>Authorization Amount:</b>	\$37,000.00
<b>Authorization Previously Billed:</b>	\$10,795.25
<b>Authorization Budget Remaining:</b>	\$25,882.75
<b>Authorization Billed to Date:</b>	\$11,117.25
<b>Current Invoice Due:</b>	\$322.00
<b>For Period Ending:</b>	December 9, 2025

**Invoice:** [InframarkCMS@payableslockbox.com](mailto:InframarkCMS@payableslockbox.com)

**Net Due in 30 Days or in accordance with terms of the contract**

**Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager**

INVOICE

Invoice Number

2501415

Project Number

238201896

**Top Task 2026**

**2026 FY General Consulting Services**

Professional Services

Billing Level	Date	Hours	Rate	Current Amount
Level 09				
Nurse, Vanessa M	2025-10-03	0.75	183.00	137.25
Nurse, Vanessa M	2025-10-29	0.50	183.00	91.50
Nurse, Vanessa M	2025-11-03	0.25	183.00	45.75
		<b>1.50</b>		<b>274.50</b>
Level 10				
Rankin, Ashley Alexandra	2025-11-19	0.25	190.00	47.50
		<b>0.25</b>		<b>47.50</b>
<b>Professional Services Subtotal</b>		<b>1.75</b>		<b>322.00</b>

**Top Task 2026 Total**

**322.00**

Total Fees & Disbursements

\$322.00

**INVOICE TOTAL (USD)**

**322.00**

Billing Backup

Date	Project	Task	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment	AP Ref. #
2025-10-03	238201896	2026	NURSE, VANESSA M	0.75	183.00	137.25	REQUISITIONS	
2025-10-29	238201896	2026	NURSE, VANESSA M	0.50	183.00	91.50	REQUISITIONS	
2025-11-03	238201896	2026	NURSE, VANESSA M	0.25	183.00	45.75	REQUISITIONS	
2025-11-19	238201896	2026	RANKIN, ASHLEY ALEXANDRA	0.25	190.00	47.50	PROJECT MANAGER SUPPORT	
<b>Total subTask 2026</b>				<b>1.75</b>		<b>322.00</b>		
<b>Total Top Task 2026</b>				<b>1.75</b>		<b>322.00</b>		
<b>Total Project 238201896</b>				<b>1.75</b>		<b>322.00</b>		

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

District Name: Berry Bay II CDD

Board Meeting Date: March 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	ÀG€€Á
2 Nick Dister	X	ÀG€€Á
3 Ryan Motko	X	ÀG€€Á
4 Albert Viera	X	\$200
5 Kyle Smith	X	ÀG€€Á

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper  
District Manager Signature

March 05, 2026  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE\*\***

# Grau and Associates

1001 W. Yamato Road, Suite 301  
Boca Raton, FL 33431  
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*Berry Bay II Community Development District  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607*

Invoice No. 28733  
Date 03/02/2026

---

SERVICE	AMOUNT
Audit FYE 09/30/2025	\$ <u>2,300.00</u>
Current Amount Due	\$ <u><u>2,300.00</u></u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,300.00	0.00	0.00	0.00	0.00	2,300.00

Payment due upon receipt.

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

District Name: Berry Bay II CDD

Board Meeting Date: March 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	ÁGEEÁ
2 Nick Dister	X	ÁGEEÁ
3 Ryan Motko	X	ÁGEEÁ
4 Albert Viera	X	\$200
5 Kyle Smith	X	ÁGEEÁ

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper  
District Manager Signature

March 05, 2026  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE\*\***

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

District Name: Berry Bay II CDD

Board Meeting Date: March 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	ÁGEEÁ
2 Nick Dister	X	ÁGEEÁ
3 Ryan Motko	X	ÁGEEÁ
4 Albert Viera	X	\$200
5 Kyle Smith	X	ÁGEEÁ

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper  
District Manager Signature

March 05, 2026  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE\*\***

**Attendance Confirmation**  
for  
BOARD OF SUPERVISORS

District Name: Berry Bay II CDD

Board Meeting Date: March 05, 2026

Name	In Attendance Please X	Paid
1 Carlos de la Ossa	X	ÁGEEÁ
2 Nick Dister	X	ÁGEEÁ
3 Ryan Motko	X	ÁGEEÁ
4 Albert Viera	X	\$200
5 Kyle Smith	X	ÁGEEÁ

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Jayna Cooper  
District Manager Signature

March 05, 2026  
Date

**\*\* PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE\*\***

***Berry Bay II  
Community  
Development  
District***

***Financial Report***

***March 31, 2026***

**CLEAR PARTNERSHIPS**



**BERRY BAY II**  
**Balance Sheet**  
As of March 31, 2026  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND SERIES 2024	CAPITAL PROJECTS FUND - SERIES 2024	GENERAL FIXED ASSETS FUND	GENERAL LONG TERM DEBT FUND	TOTAL
<b><u>ASSETS</u></b>						
Cash In Bank	\$ 152,363	\$ -	\$ -	\$ -	\$ -	\$ 152,363
Accounts Receivable - Off Roll	88,871	-	-	-	-	88,871
Investments:						
Acquisition & Construction Account	-	-	778,872	-	-	778,872
Reserve Fund	-	406,614	-	-	-	406,614
Revenue Fund	-	355,732	-	-	-	355,732
Fixed Assets						
Construction Work In Process	-	-	-	7,096,955	-	7,096,955
Amount Avail In Debt Services	-	-	-	-	762,346	762,346
Amount To Be Provided	-	-	-	-	11,192,654	11,192,654
<b>TOTAL ASSETS</b>	<b>\$ 241,234</b>	<b>\$ 762,346</b>	<b>\$ 778,872</b>	<b>\$ 7,096,955</b>	<b>\$ 11,955,000</b>	<b>\$ 20,834,407</b>
<b><u>LIABILITIES</u></b>						
Accounts Payable	\$ 518	\$ -	\$ -	\$ -	\$ -	\$ 518
Bonds Payable - Series 2024	-	-	-	-	11,955,000	11,955,000
<b>TOTAL LIABILITIES</b>	<b>518</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,955,000</b>	<b>11,955,518</b>
<b><u>FUND BALANCES</u></b>						
Restricted for:						
Debt Service	-	762,346	-	-	-	762,346
Capital Projects	-	-	778,872	-	-	778,872
Unassigned:	240,716	-	-	7,096,955	-	7,337,671
<b>TOTAL FUND BALANCES</b>	<b>240,716</b>	<b>762,346</b>	<b>778,872</b>	<b>7,096,955</b>	<b>-</b>	<b>8,878,889</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 241,234</b>	<b>\$ 762,346</b>	<b>\$ 778,872</b>	<b>\$ 7,096,955</b>	<b>\$ 11,955,000</b>	<b>\$ 20,834,407</b>

**BERRY BAY II**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2026  
General Fund (001)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 1,357	\$ 1,357	0.00%
Special Assmnts- CDD Collected	990,550	323,979	(666,571)	32.71%
<b>TOTAL REVENUES</b>	<b>990,550</b>	<b>325,336</b>	<b>(665,214)</b>	<b>32.84%</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Supervisor Fees	12,000	5,800	6,200	48.33%
ProfServ-Construction	9,000	-	9,000	0.00%
ProfServ-Dissemination Agent	4,200	5,833	(1,633)	138.88%
ProfServ-Info Technology	600	-	600	0.00%
ProfServ-Recording Secretary	2,400	-	2,400	0.00%
ProfServ-Trustee Fees	6,500	4,256	2,244	65.48%
Assessment Roll	-	6,750	(6,750)	0.00%
Disclosure Report	-	3,500	(3,500)	0.00%
District Counsel	15,000	5,292	9,708	35.28%
District Engineer	12,500	14,135	(1,635)	113.08%
Misc-admin Fee (%)	250	-	250	0.00%
District Manager	25,000	14,583	10,417	58.33%
Accounting Services	9,000	12,958	(3,958)	143.98%
Auditing Services	6,000	5,300	700	88.33%
Website Compliance	1,800	3,125	(1,325)	173.61%
Postage, Phone, Faxes, Copies	500	16	484	3.20%
Insurance - General Liability	3,594	3,338	256	92.88%
Public Officials Insurance	2,531	2,462	69	97.27%
Insurance Deductible	2,500	-	2,500	0.00%
Advertising	3,500	61	3,439	1.74%
Administrative Services	4,500	-	4,500	0.00%
Bank Fees	200	827	(627)	413.50%
Financial & Revenue Collections	1,200	2,042	(842)	170.17%
Meeting Expense	4,000	-	4,000	0.00%
Website Administration	1,200	875	325	72.92%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Reserve	10,000	-	10,000	0.00%
<b>Total Administration</b>	<b>138,250</b>	<b>91,328</b>	<b>46,922</b>	<b>66.06%</b>

**BERRY BAY II**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2026  
General Fund (001)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b><u>Electric Utility Services</u></b>				
Electric Utility Services	147,000	1,692	145,308	1.15%
Street Lights	30,000	-	30,000	0.00%
<b>Total Electric Utility Services</b>	<b>177,000</b>	<b>1,692</b>	<b>175,308</b>	<b>0.96%</b>
<b><u>Other Physical Environment</u></b>				
Wildlife Control	9,000	-	9,000	0.00%
Waterway Management Program	5,000	-	5,000	0.00%
Field Management	12,000	-	12,000	0.00%
Landscape Maintenance - Contract	349,500	-	349,500	0.00%
Aquatics - Contract	10,500	-	10,500	0.00%
Debris Cleanup	20,000	-	20,000	0.00%
Landscaping - Annuals	13,500	-	13,500	0.00%
Landscaping - Mulch	26,250	-	26,250	0.00%
Landscaping - Plant Replacement Program	35,250	-	35,250	0.00%
Aquatics Plant Replacement	30,000	-	30,000	0.00%
Fence R&M	10,000	-	10,000	0.00%
Landscaping - Irrigation Maintenance	22,500	-	22,500	0.00%
ROW Maintenance	30,000	-	30,000	0.00%
Trail R&M	25,000	-	25,000	0.00%
Ditch R&M	4,800	-	4,800	0.00%
Wetland Monitoring-R&M	5,000	-	5,000	0.00%
Pressure Washing Trail	15,000	-	15,000	0.00%
Hurricane Cleanup	35,000	-	35,000	0.00%
Mailbox Cover R&M	7,000	-	7,000	0.00%
Amenity Parking Area R&M	10,000	-	10,000	0.00%
<b>Total Other Physical Environment</b>	<b>675,300</b>	<b>-</b>	<b>675,300</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>990,550</b>	<b>93,020</b>	<b>897,530</b>	<b>9.39%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	232,316	232,316	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>8,400</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 240,716</b>		

**BERRY BAY II**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2026  
Debt Service Fund Series 2024 (201)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 12,425	\$ 12,425	0.00%
Special Assmnts- CDD Collected	-	16,450	16,450	0.00%
<b>TOTAL REVENUES</b>	<b>-</b>	<b>28,875</b>	<b>28,875</b>	<b>0.00%</b>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Interest Expense	-	313,924	(313,924)	0.00%
<b>Total Debt Service</b>	<b>-</b>	<b>313,924</b>	<b>(313,924)</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>313,924</b>	<b>(313,924)</b>	<b>0.00%</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	(285,049)	(285,049)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>1,047,395</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 762,346</b>		

**BERRY BAY II**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2026  
Capital Projects Fund - Series 2024 (301)  
*(In Whole Numbers)*

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 42,407	\$ 42,407	0.00%
<b>TOTAL REVENUES</b>	<b>-</b>	<b>42,407</b>	<b>42,407</b>	<b>0.00%</b>
<b>EXPENDITURES</b>				
<b>Construction In Progress</b>				
Construction in Progress	-	3,836,913	(3,836,913)	0.00%
<b>Total Construction In Progress</b>	<b>-</b>	<b>3,836,913</b>	<b>(3,836,913)</b>	<b>0.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>3,836,913</b>	<b>(3,836,913)</b>	<b>0.00%</b>
Excess (deficiency) of revenues Over (under) expenditures	-	(3,794,506)	(3,794,506)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2025)</b>		<b>4,573,378</b>		
<b>FUND BALANCE, ENDING</b>		<b>\$ 778,872</b>		

# Bank Account Statement

Berry Bay II CDD

Friday, April 17, 2026

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**Bank Account No.** 9415  
**Statement No.** 26\_03

**Statement Date** 03/31/2026

<b>G/L Account No. 101002 Balance</b>	152,363.16	<b>Statement Balance</b>	152,763.16
		<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00	<b>Subtotal</b>	152,763.16
<b>Subtotal</b>	152,363.16	<b>Outstanding Checks</b>	-400.00
<b>Negative Adjustments</b>	0.00	<b>Ending Balance</b>	152,363.16
<b>Ending G/L Balance</b>	152,363.16		

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
<b>Deposits</b>							
							0.00
03/31/2026		JE000169	Interest - Investments	Interest Revenue 03/26	215.82	215.82	0.00
<b>Total Deposits</b>					215.82	215.82	0.00
<b>Checks</b>							
							0.00
01/13/2026	Payment	1173	RYAN MOTKO	Check for Vendor V00012	-200.00	-200.00	0.00
02/26/2026	Payment	1185	TECO	Check for Vendor V00025	-42.51	-42.51	0.00
03/06/2026	Payment	1186	GRAU & ASSOCIATES	Check for Vendor V00020	-2,300.00	-2,300.00	0.00
03/11/2026	Payment	1187	ALBERTO VIERA	Check for Vendor V00009	-200.00	-200.00	0.00
03/11/2026	Payment	1188	CARLOS DE LA OSSA	Check for Vendor V00008	-200.00	-200.00	0.00
03/11/2026	Payment	1189	INFRAMARK LLC	Check for Vendor V00013	-4,791.66	-4,791.66	0.00
03/11/2026	Payment	1190	KYLE SMITH	Check for Vendor V00010	-200.00	-200.00	0.00
03/18/2026	Payment	1193	BERRY BAY CDD	Check for Vendor V00029	-13,617.25	-13,617.25	0.00
03/20/2026	Payment	1194	INFRAMARK LLC	Check for Vendor V00013	-2.22	-2.22	0.00
03/23/2026	Payment	1195	STRALEY ROBIN VERICKER	Check for Vendor V00004	-1,120.50	-1,120.50	0.00
03/23/2026	Payment	1196	TECO	Check for Vendor V00025	-38.86	-38.86	0.00
03/23/2026		JE000169	Bank Fees	Service Charge 03/26	-134.80	-134.80	0.00
<b>Total Checks</b>					-22,847.80	-22,847.80	0.00
<b>Adjustments</b>							
<b>Total Adjustments</b>							
<b>Outstanding Checks</b>							
03/11/2026	Payment	1191	NICHOLAS J. DISTER	Check for Vendor V00011			-200.00
03/11/2026	Payment	1192	RYAN MOTKO	Check for Vendor V00012			-200.00
<b>Total Outstanding Checks</b>							-400.00
<b>Outstanding Deposits</b>							

# Bank Account Statement

Berry Bay II CDD

Friday, April 17, 2026

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**Bank Account No.** 9415  
**Statement No.** 26\_03

**Statement Date** 03/31/2026

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**Total Outstanding Deposits**

**BERRY BAY II**  
**Payment Register by Fund**  
For the Period from 03/01/2026 to 03/31/2026  
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	1186	03/06/26	GRAU & ASSOCIATES	28733	AUDIT FYE 09/30/25	Auditing Services	532002-51301	\$2,300.00
001	1187	03/11/26	ALBERTO VIERA	AV-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1188	03/11/26	CARLOS DE LA OSSA	CO-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1189	03/11/26	INFRAMARK LLC	173085	MAR 2026-DISTRICT INFRAMARK INVOICE	Accounting Services	532001-51301	\$1,458.33
001	1189	03/11/26	INFRAMARK LLC	173085	MAR 2026-DISTRICT INFRAMARK INVOICE	District Manager	531150-51301	\$2,083.33
001	1189	03/11/26	INFRAMARK LLC	173085	MAR 2026-DISTRICT INFRAMARK INVOICE	Website Administration	549936-51301	\$125.00
001	1189	03/11/26	INFRAMARK LLC	173085	MAR 2026-DISTRICT INFRAMARK INVOICE	Assessment Roll	531141-51301	\$708.33
001	1189	03/11/26	INFRAMARK LLC	173085	MAR 2026-DISTRICT INFRAMARK INVOICE	ProfServ-Dissemination Agent	531012-51301	\$416.67
001	1190	03/11/26	KYLE SMITH	KS-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1191	03/11/26	NICHOLAS J. DISTER	ND-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1192	03/11/26	RYAN MOTKO	RM-030526	BOARD 03/05/26	Supervisor Fees	511100-51301	\$200.00
001	1193	03/18/26	BERRY BAY CDD	031126-REIMB	REIMB FOR PMTS MADE INCORRECTLY	District Engineer	531147-51301	\$13,617.25
001	1194	03/20/26	INFRAMARK LLC	173896	FEB 2026-POSTAGE	Postage, Phone, Faxes, Copies	541024-51301	\$2.22
001	1195	03/23/26	STRALEY ROBIN VERICKER	28037	FEB 2026-DISTRICT COUNSEL THRU 02/28/26	District Counsel	531146-51301	\$1,120.50
001	1196	03/23/26	TECO	031326-221009606064	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543006-53100	\$17.88
001	1196	03/23/26	TECO	031326-211036333790	ELECTRIC 02/07/26-03/09/26	Electric Utility Services	543006-53100	\$20.98
<b>Fund Total</b>								<b>\$22,870.49</b>

<b>Total Checks Paid</b>	<b>\$22,870.49</b>
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PUBLIC SECTOR

# Insurance Proposal

May 1, 2026 – October 1, 2026

BERRY BAY II COMMUNITY DEVELOPMENT DISTRICT



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## **Our Story**

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
  - 22 Counties
  - 70 Cities
  - 20 Public Airports
  - 7 Public School Districts
  - State of Florida

## An Introduction to Your Service Team

### Account Executives

<b>Matt Montgomery</b> Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
<b>Michelle Martin, CIC</b> Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
<b>Stephen Scullian, CPCU, ARM</b> Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
<b>Justin Anselmo, CRIS</b> Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
<b>Tiffany Hill, GBDS</b> Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
<b>Michelle Perry</b> Vice President / Business Development	(386) 366-6378	Michelle.Perry@bbrown.com
<b>Robin Russell, ARM-P, CISR, CSR</b> Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
<b>Kyle Stoekel, ARM-P, CIC, CRM</b> Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
<b>Bill Wilson</b> Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
<b>Devyn Donley</b> Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
<b>Ethan Reedy</b> Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
<b>Victoria "Tori" Reedy</b> Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

### Service Representatives

<b>Emily Bailey</b> Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
<b>Melody Blake, ACSR</b> Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
<b>Taylor Brodeur</b> Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
<b>Jessica Conway</b> Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
<b>Megan Feinberg</b> Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
<b>Patricia "Trish" Jenkins, CPSR</b> Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
<b>Mallory Moretti</b> Public Risk & Claims Specialist	(386) 800-1164	Mallory.Moretti@bbrown.com

**Certificate Requests:** 179.certificates@bbrown.com  
**Claim Reporting:** 179.claims@bbrown.com

*Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.*

## **Preferred Governmental Insurance Trust (*Preferred*) Overview**

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers’ compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

*Preferred*’s history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: **preferred** for unmatched public entity experience, innovation, stability and personalized service.

### ***Preferred*’s Member Types**

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

### ***Preferred*’s Comprehensive Coverages**

Property	Workers’ Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators’ Legal Liability

### **The Power of Groups and People**

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred*’s sole focus on government ensures that members’ unique needs are met.

## **Underwriting and Administration**

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



### Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

### Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

## ***Preferred's* Expert Boards Know Your Business**

*Preferred* is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

## ***Preferred Claims Administration***

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at [www.pgcs-tpa.com](http://www.pgcs-tpa.com).

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

## ***Preferred* Safety and Risk Management Services**

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

*Preferred* is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

*Preferred's* Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

**Crime**

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

<b>Coverage</b>	<b>Limit</b>	<b>Deductible</b>
Employee Dishonesty, Including Faithful Performance	\$100,000	\$1,000
Forgery or Alteration Coverage	\$100,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$100,000	\$1,000
Outside	\$100,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$100,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

## General Liability

Term: May 1, 2026 to October 1, 2026  
Company: Preferred Governmental Insurance Trust (*Preferred*)  
Form: Occurrence

Coverage	Limit	Deductible
<b>General Liability</b>		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$5,000	
Employee Benefits Liability, per Occurrence	\$1,000,000	
<b>Sublimits</b>		
Vicarious Law Enforcement Liability, per Occurrence-	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

## **General Liability**

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

**Public Officials Liability/Employment Practices Liability**

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI: Claims Made – Duty to Defend**

<b>Coverage</b>	<b>Limit</b>	<b>Deductible</b>
<b>Public Officials Liability</b> Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
<b>Employment Practices Liability</b> Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
<b>Sublimits</b>		
Employee Pre-Termination Legal Consultation Services Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

## **Public Officials Liability/Employment Practices Liability**

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

## **Public Officials Liability/Employment Practices Liability**

### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

### Extended Reporting Periods:

*Preferred* provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

**Optional Extended Reporting Period** – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

## Cyber Liability

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

<b>Cyber Liability</b> Retroactive Date: 5/1/2026		
Coverage	Limit	Deductible
<b>Policy Limit – Annual Aggregate</b>	<b>\$2,000,000</b>	<b>Per Below</b>
<b>Third Party Liability Coverage</b>		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
<b>First Party Liability Coverage</b>		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
<b>Cyber Crime, refer to form for sublimits – Annual Aggregate</b>	<b>\$500,000</b>	\$25,000
Social Engineering Financial Fraud*	\$500,000	\$25,000
Funds Transfer Fraud	\$500,000	\$25,000
Invoice Manipulation	\$500,000	\$25,000
<b>Utility Fraud, refer to form for sublimits – Annual Aggregate</b>	<b>\$500,000</b>	\$25,000
Crypto Jacking	\$500,000	\$25,000
Telecommunications Fraud	\$500,000	\$25,000
System Failure – BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$2,000,000	\$25,000/12 Hr.
Bricking Coverage, sublimit	\$1,000,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$1,000,000 6 Months	14 Days

\*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

## **Cyber Liability**

### Notes of Importance:

1. Defense Costs are included in the policy limits.
2. Deductible does apply to claims expense.

### Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

## **Cyber Liability**

### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

### Extended Reporting Periods:

*Preferred* provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

**Optional Extended Reporting Period** – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

## Automobile Liability

Term: May 1, 2026 to October 1, 2026

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
<b>Automobile Liability (Based on 0 Vehicles)</b>			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	8,9	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	N/A	N/A	N/A
Uninsured Motorist	N/A	N/A	N/A

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

## Automobile Liability

Description of Covered Auto Designation Symbols:

SYMBOL	=	DESCRIPTION
<b>1</b>	=	ANY "AUTO"
<b>2</b>	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
<b>3</b>	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
<b>4</b>	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
<b>5</b>	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
<b>6</b>	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
<b>7</b>	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
<b>8</b>	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
<b>9</b>	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

**Premium Recapitulation**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)

**Notes of Importance:**

1. Quotes provided in the proposal are valid until 05/1/2026. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
8. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
9. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
10. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
11. Higher limits of liability may be available. Please consult with your agent.
12. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
13. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

## **Retail Compensation Disclosure**

**Compensation:** As a licensed insurance producer/broker/agent, Brown & Brown entities (“we”) are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at <https://www.bbrown.com/us/contact/contact-general/>

## ***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Public Risk Underwriters is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the policy year presented herein, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

*Preferred* has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, up to 9.75% of the *Preferred* premiums billed and collected.

*Preferred* also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services to *Preferred*:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to *Preferred* for your coverage.

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## Notice of Carrier Financial Status

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Brown & Brown, Inc., its subsidiaries and affiliates do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavor to place your coverage with insurance carriers rated “A-” or better by AM Best Company. However, we cannot predict whether a company’s financial condition will improve or deteriorate over time.

This notice is provided to allow you to make an informed decision regarding the placement of your insurance. Upon your request, we will attempt to obtain alternative quotes from insurance carriers rated “A-” or better by AM Best Company. Please note the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Insurance coverage is being quoted with/provided by the Preferred Governmental Insurance Trust (“Preferred”), which is a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes. The Trust is not rated by the AM Best Company or subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds/trusts may change rapidly and is beyond the control of Brown & Brown.
- You have had an adequate opportunity to make a thorough and complete inquiry into the financial condition and the terms and conditions of membership in Preferred, including reviewing it with your accountants, legal counsel and advisors, and enter into this relationship knowingly, voluntarily and with a full understanding of the risks.

**Named Insured:** Berry Bay II Community Development District  
**Line of** Crime, General Liability and Employee Benefits Liability, Public Officials and  
**Coverage(s):** Employment Practices Liability, Cyber Liability, Automobile Liability  
**Policy Number(s):** PK FL1 0294974 25-01 01  
**Policy Period(s):** 05/1/2026 to 10/01/2026  
**Date of Notice:** 4/15/2026

\* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating  
Financial Size Category: XV to 1 - Largest to smallest rating

<b>Guide to Bests Ratings</b>		
<b>Best Category</b>	<b>Rating</b>	<b>Description</b>
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

<b>Guide to Best's Financial Size Categories</b>		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	<b>I</b>	Less than \$1,000,000
	<b>II</b>	\$1,000,000 - \$2,000,000
	<b>III</b>	\$2,000,000 - \$5,000,000
	<b>IV</b>	\$5,000,000 - \$10,000,000
	<b>V</b>	\$10,000,000 - \$25,000,000
	<b>VI</b>	\$25,000,000 - \$50,000,000
	<b>VII</b>	\$50,000,000 - \$100,000,000
	<b>VIII</b>	\$100,000,000 - \$250,000,000
	<b>IX</b>	\$250,000,000 - \$500,000,000
	<b>X</b>	\$500,000,000 - \$750,000,000
	<b>XI</b>	\$750,000,000 - \$1,000,000,000
	<b>XII</b>	\$1,000,000,000 - \$1,250,000,000
	<b>XIII</b>	\$1,250,000,000 - \$1,500,000,000
	<b>XIV</b>	\$1,500,000,000 - \$2,000,000,000
	<b>XV</b>	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Public Entity Application  
 PO Box 958455  
 Lake Mary, FL 32795-8455  
 Phone: 321-832-1450  
 Fax: 321-832-1496

Public Entity Application  
 Renewal Application Muni  
 Coverage Term: 03/16/2026 to 03/16/2027

General Member Information	
Name: Berry Bay 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: Hillsborough
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.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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.



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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:	03/16/2026
Requested Termination Date:	03/16/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	3/12/2026
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



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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?	EGIS
8 - If new business - What is your current POL/EPLI Limit?	\$1,000,000
9 - If new business - What is your current POL/EPLI Deductible?	\$0
10 - If new business, is your current coverage claims made or occurrence?	Claims Made
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	No
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



**Public Entity Application**

**Coverage Term:** 03/16/2026 to 03/16/2027

**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



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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



Public Entity Application  
Coverage Term: 03/16/2026 to 03/16/2027  
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 \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

*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.



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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
<b>CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES</b>	
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



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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
36 – Trampolines, inflatables, or bounce houses?	No

**COVERAGE INFORMATION- General Liability**

<b>Operations: Elder Care/ Respite Care</b>	<b>Response</b>
1 - Number of Elder Care/Respite Care locations	
2 - Ratio of clients to care providers	

**COVERAGE INFORMATION- General Liability**

<b>Operations: Special Events, Fairs, or Carnivals</b>	<b>Response</b>
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?	



**Public Entity Application**  
**Coverage Term:** 03/16/2026 to 03/16/2027  
**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



**Public Entity Application**

**Coverage Term:** 03/16/2026 to 03/16/2027

**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



Named Covered Party: Berry Bay II Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294974 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 \_\_\_\_\_

Title \_\_\_\_\_
Date \_\_\_\_\_

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.



# Signature Page

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

N/A	Property <b>TIV: Not Included</b>
N/A	Inland Marine <b>Blanket Unscheduled IM: Not Included</b> <b>Scheduled Inland Marine: Not Included</b> <b>Total All Inland Marine: Not Included</b>
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability <b>Ratable Payroll: Not Included</b>
N/A	Law Enforcement Liability <b>Officers: Not Included</b>
X	Professional Liability <b>Employees: Not Included</b>
X	Automobile <b>0 Units - Auto Liability</b> <b>0 Units - Comprehensive</b> <b>0 Units - Collision</b>
N/A	Stop Loss Aggregate: Applies to: <b>Not Included</b>
N/A	Excess Workers' Compensation <b>Payroll: Not Included</b>
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.

Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Name \_\_\_\_\_ Date \_\_\_\_\_

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.

**PARTICIPATION AGREEMENT**

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)

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
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

**WHEREAS**, Section 624.4622, Florida Statutes, provides that any two or more 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

**WHEREAS**, it is in the public interest, 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.

- 2.2 CLAIMS MANAGEMENT.** “Claims Management” shall mean the process of 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.

- 2.9** **PARTICIPATION AGREEMENT.** “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;

- (b) To minimize the cost of providing workers' compensation coverage 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.

- (b) Collecting premiums from Members for the purpose of paying for or 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.

Such notice shall specify the date, time and location of such meeting and 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.

**4.5** **APPOINTMENT OF ADMINISTRATOR.** 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

effect immediately upon the election of such successor Trustee. Additionally, 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.

- (c) To borrow funds, issue bonds and other certificates of indebtedness, 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

participate in the Fund unless such prospective member is a public agency of 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

suffered by the Board of Trustees or an individual Trustee acting hereunder 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

(30) days prior to the effective date of such cancellation, suspension or 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.

Said contributions may be reduced by any discount, participation credit, or 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

agreements, or any other 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

the Member, or by the Member to the Board of Trustees. The notice shall 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.

(s) Coverage by the Fund 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.

**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.

Whenever any words are used 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.

**AMENDMENT "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

**AMENDMENT “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


### Premium Recapitulation

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b><i>Preferred Package</i></b>			
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:  
  
CG0GB251E795481...  
 \_\_\_\_\_  
 (Signature)

\_\_\_\_\_   
 Carlos de la Ossa      Chair  
 \_\_\_\_\_  
 (Name & Title)

4/30/2026  
 \_\_\_\_\_  
 (Date)

General Member Information	
Name: Berry Bay 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: Hillsborough
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  
 cc0cB251E795481...  
 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:** 03/16/2026 to 03/16/2027

**Member Name:**

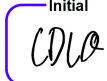
**Agency:** Risk Management Associates, Inc.

**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:** 03/16/2026 to 03/16/2027

**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:	03/16/2026
Requested Termination Date:	03/16/2027
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	3/12/2026
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: 03/16/2026 to 03/16/2027

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?	EGIS
8 - If new business - What is your current POL/EPLI Limit?	\$1,000,000
9 - If new business - What is your current POL/EPLI Deductible?	\$0
10 - If new business, is your current coverage claims made or occurrence?	Claims Made
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	No
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





**Coverage Term:** 03/16/2026 to 03/16/2027

**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

**INITIAL HERE**



**Coverage Term:** 03/16/2026 to 03/16/2027

**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  
CDW





Coverage Term: 03/16/2026 to 03/16/2027

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 <sup>Signed by:</sup> Carlos de la Ossa Title Chair Date 4/30/2026



*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 <sup>Initial</sup> CDLO Date 4/30/2026





**Coverage Term:** 03/16/2026 to 03/16/2027

**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

**INITIAL HERE**



**Coverage Term:** 03/16/2026 to 03/16/2027

**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





**Coverage Term:** 03/16/2026 to 03/16/2027

**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
<b>CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES</b>	
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:** 03/16/2026 to 03/16/2027

**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
36 - Trampolines, inflatables, or bounce houses?	No

**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  
CDW





Coverage Term: 03/16/2026 to 03/16/2027

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

*CDW*





Coverage Term: 03/16/2026 to 03/16/2027

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  
CDW





Named Covered Party: Berry Bay II Community Development District
Term: 05/01/2026 to 10/01/2026
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0294974 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
cc0cp251e795481...

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:** Berry Bay II Community Development District  
**Term:** 05/01/2026 to 10/01/2026  
**Coverage Provided by:** Preferred Governmental Insurance Trust  
**Quote Number:** PK FL1 0294974 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.

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.



**ION AGREEMENT**

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

Carlos de la Ossa

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: Chair

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
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