INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Seminole Improvement District

September 14, 2026

Agenda Package

ZOOM MEETING INFORMATION

Join Zoom Meeting
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Meeting ID: 869 1809 8737 **Passcode: 011261**

11555 HERON BAY BOULEVARD SUITE 201
CORAL SPRINGS, FLORIDA 33076

CLEAR PARTNERSHIPS

COLLABORATION LEADERSHIP EXCELLENCE ACCOUNTABILITY RESPECT

Seminole Improvement District

Board of Supervisors
Scott Massey, President
Zane Beard, Vice President
Leolani Gevers, Secretary

District Staff
Lynne Ladner, District Manager
Seth Behn, District Counsel
Ryan Wheeler, District Engineer
Jason Liggett, Field Services
Donald Loudermilk, District Accountant
Melinda Gallo, District Admin

Meeting Agenda

Monday, September 14, 2026, at 4:00 p.m.

The Regular Meeting of the Seminole Improvement District will be held on Monday, September 14, 2026, at 4:00 p.m. at Westlake Offices, 16980 Persimmon Blvd., Westlake, FL 33470. 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:

https://us06web.zoom.us/j/86918098737?pwd=4rCC7RLo4ZgA8nc1uGqokieXn5PLL8.1

Meeting ID: 869 1809 8737 **Passcode:** 011261

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. **CALL TO ORDER/ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS**
   (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
4. **BUSINESS ADMINISTRATION**
   A. Consideration of Minutes for the Regular Meeting Held on August 17, 2026 .... Page 4
5. **STAFF REPORTS**
   A. District Accountant
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   B. District Engineer
   C. District Counsel
      i. Discussion of M-2 Canal Settlement
      ii. Consideration of Resolution 2026-19 Park Improvements .... Page 29
   D. District Manager
      i. Review of Node0 Local Government IT Cybersecurity Policy 2026 Updated .... Page 34
      ii. Consideration of BS&A Software, LLC Customer Order Form and Agreement for Enterprise Resource Planning Software Services .... Page 48
      iii. Consideration of the Fiscal Year 2026–2027 Insurance Renewal from Brown & Brown, Public Sector, for the October 1, 2026, through October 1, 2027, coverage term, including:
         a. Package Premium Comparison from Brown & Brown, Public Sector .... Page 61

b. Insurance Proposal from Brown & Brown, Public Sector, for a total proposed premium of $76,694 .... Page 63

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

7. ADJOURNMENT

The next regular meeting is scheduled for Monday, October 5, 2026, at 4:00 p.m. at 16980 Persimmon Blvd., Westlake, FL 33470

MINUTES OF MEETING
SEMINOLE IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the Seminole Improvement District was held Monday, August 17, 2026, and called to order at 4:05 p.m. at the Westlake Offices, located at 4001 Seminole Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

Scott Massey	President
Zane Beard	Vice Chairperson

Also present either in person or via electronic communications were:

Lynne Ladner	District Manager
Mark Vega	Senior District Manager
Ryan Wheeler	District Engineer
Nick Bixler	District Counsel
Taylor Myers	Field Services
Aldo Deleon	Field Services
Deputy Ty Pat	Palm Beach County Sheriff's Office
Alicia Torres	Resident
Bobby Farber	Resident

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

FIRST ORDER OF BUSINESS **Called to Order and Roll Call**

Ms. Ladner called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS **Approval of Agenda**

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the agenda was approved. (2-0)

THIRD ORDER OF BUSINESS **Public Comments**

Bobby Fowler thanked the District for its work on Fort Fest and discussed the September 11 remembrance ceremony. The group also discussed a damaged marquee wire and beer bottles found in the area. Mr. Fowler reported debris and rocks on the roadway near the new elementary school construction and raised a concern regarding missing streetlights in Crestwind that were shown on the site plan. It was stated that code enforcement works for the City, not the District. Alicia attended online and had no comments.

FOURTH ORDER OF BUSINESS **Public Hearing for Fiscal Year 2027 Budget**

A. Open the Public Hearing

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the public hearing was opened at 4:08 p.m. (2-0)

B. Public Comments on Budget

No public comments were received regarding the Fiscal Year 2027 budget.

C. Close the Public Hearing

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the public hearing was closed at 4:09 p.m. (2-0)

D. Board Discussion on Fiscal Year 2027 Budget

There were no changes from the July 27, 2026, budget workshop. A Board member commented that the workshop should become an annual practice and noted the reductions reflected in the budget.

E. Consideration of Resolution 2026-12, Adopting Fiscal Year 2027 Budget

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, Resolution 2026-12, adopting the Fiscal Year 2027 Budget, was adopted. (2-0)

F. Consideration of Resolution 2026-13, Levying Assessments

The District Manager reported approximate general-fund revenue of $7,855,527.90 and a budget of $6,770,446.28, with fund balance being used. District Counsel advised that the assessment could not be increased after adoption.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, Resolution 2026-13, levying assessments for Fiscal Year 2027, was adopted. (2-0)

FIFTH ORDER OF BUSINESS Business Administration

A. Consideration of Minutes for the Landowner Meeting Held on June 15, 2026

B. Consideration of Minutes for the Regular Meeting Held on June 15, 2026

C. Consideration of Minutes for the Budget Workshop Meeting Held on July 27, 2026

On MOTION by Mr. Beard, seconded by Mr. Massey, with all in favor, the minutes of the June 15, 2026 Landowner Meeting, the June 15, 2026, Regular Meeting, and the July 27, 2026, Budget Workshop Meeting were approved as presented. (2-0)

SIXTH ORDER OF BUSINESS **Business Items**

A. Consideration of LESA Seminole Improvement District 1st Addendum

The District Manager reported that the addendum increased the annual amount to $206,829, with monthly payments of $17,235.75. The increase was 3% and had been included in the budget.

> On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the LESA Seminole Improvement District First Addendum was approved. (2-0)

B. Consideration of Resolution 2026-14, ROW Funding Agreement TCP

District Counsel reported that Minto was preparing to turn the roadway over to the District and would fund 120% for a five-year period. An itemized cost estimate had been prepared from the plans for the work needed to finalize the connection, including contingency. After adjournment, the transcript captured additional discussion concerning TCP permit comments. The plans were being revised, a structural analysis of the poles was discussed, the remaining comments concerned signalization, and Simmons & White was updating the plan. The group also discussed the delay in receiving county review comments dated in March.

> On MOTION by Mr. Beard, seconded by Mr. Massey, with all in favor, Resolution 2026-14, approving the Right-of-Way Funding Agreement for Town Center Parkway, was adopted. (2-0)

C. Consideration of Resolution 2026-15, ROW Transfer and Funding Agreement Persimmon Boulevard

District Counsel reported that the agreement was similar to the preceding item; however, because of litigation involving the connection, a small portion would be retained and conveyed after the litigation was resolved. The retained portion would not connect to Indian Trails. A cost estimate had been prepared from the plans for the remaining work.

> On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, Resolution 2026-15, approving the Right-of-Way Transfer and Funding Agreement for Persimmon Boulevard, was adopted. (2-0)

D. Consideration of Resolution 2026-16, Silver Lake Approving Partial Release of Reservation

District Counsel explained that the resolution related to plat approval and would address older easements that remained on the property.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, Resolution 2026-16, approving the partial release of reservation for Silver Lake, was adopted. (2-0)

E. Consideration of Resolution 2026-17, Setting Meeting Schedule for Fiscal Year 2027

The proposed schedule included May 3 for initial proposed-budget approval, July 12 because of the July 4 holiday observance, August 2 for budget adoption, and September 13 because of Labor Day. The Board moved the January meeting from January 4 to the second Monday, January 11, 2027. The Board also discussed adding Presidents' Day to the District holiday schedule and potentially closing to the public on Christmas Eve and New Year's Eve while allowing employees to use vacation time.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, Resolution 2026-17, setting the Fiscal Year 2027 meeting schedule, was adopted as amended to move the January 4, 2027 meeting to January 11, 2027. (2-0)

F. Consideration of Resolution 2026-18, Goals and Objectives for Fiscal Year 2027

The District Manager reviewed the goals and objectives, which were substantially the same as those for Fiscal Year 2026. They included holding at least four Board meetings; providing public notice and access to public records; conducting site visits; having the District Engineer perform an annual facilities and infrastructure inspection; adopting the budget no later than September 30; and completing and posting the audit to the Auditor General's website. The District Manager reported that the Fiscal Year 2026 goals had been met.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, Resolution 2026-18, adopting the goals and objectives for Fiscal Year 2027, was adopted. (2-0)

G. Consideration of Proposal from CivicPlus for Website Hosting, Design, Management, and DocAccess ADA Accessibility Service

The District Manager reported an initial investment of $8,029 for design, conversion of the current website, and launch of the new website. The annual recurring amount was stated as $5,038.48, with a 5% increase beginning in the third year. CivicPlus also hosts the City of Westlake website. The system will allow District staff, including Ms. Ladner, Stephanie, and Lynn LoBrutto as backups, to update the website directly. The estimated implementation period is six to eight weeks after the proposal is signed, depending on the site map, colors, template, and documents.

> On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the proposal from CivicPlus for website hosting, design, management, and DocAccess ADA Accessibility Service was approved. (2-0)

H. Consideration of BS&A Software for Implementation of Financial Management

The District Manager reported a first-year cost of $43,170 for licensing, data conversion, database setup, project management, implementation planning, implementation, and training. The software will provide general ledger, accounts payable, tax receipting, accounts receivable, integrated annual budgeting, and increased visibility into District finances. The proposal includes conversion of historical data and two weeks of on-site training for District staff and Inframark accounting personnel. Implementation is estimated at 10 to 12 months. Multiple data extracts and reviews will be completed before the final conversion and go-live. The District Manager stated that she had completed two prior implementations of the software.

> On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the BS&A proposal for implementation of the financial-management software was approved. (2-0)

I. Consideration of BS&A Software for Implementation of Utility Billing Software

The District Manager explained that the integrated utility-billing module will reduce duplicate work by District staff and the contracted billing company and will integrate receivables directly into the accounting system. Minol or another billing company may continue to provide billing and customer service while using the District's software. The District Manager reported that she and Lynn had met with Andrea at Minol regarding the change and the challenges with Minol's current software. The Minol agreement was described as a five-year contract with the ability to exit on approximately 90 days' notice without penalty. Implementation is estimated at 10 to 12 months

> On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the BS&A proposal for implementation of the utility-billing software was approved. (2-0)

J. Consideration of FTC GIS Utility Atlas Projects for Fiscal Year 2026

The District Manager explained that the work authorization covered FTC work for the remaining months of Fiscal Year 2026. Because the Board did not meet in July, outstanding work and invoices were awaiting approval. The authorization was not to exceed $20,000. FTC stated that work is billed hourly and that critical work would be prioritized

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the FTC GIS Utility Atlas Projects work authorization for Fiscal Year 2026, in an amount not to exceed $20,000, was approved. (2-0)

K. Consideration of FTC GIS Utility Atlas Projects for Fiscal Year 2027

The work authorization was for Fiscal Year 2027 and was not to exceed $49,960 without additional authorization. FTC explained that the amount of work would depend largely on the number of as-built plans received and that the District could reassess needs as development slowed. Unused hourly-budget amounts would carry forward.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the FTC GIS Utility Atlas Projects work authorization for Fiscal Year 2027, in an amount not to exceed $49,960 without additional authorization, was approved. (2-0)

SEVENTH ORDER OF BUSINESS — Staff Reports

A. District Accountant

i. Acceptance of April, May and June 2026 Financial Reports

Mr. Donald Loudermilk participated by telephone. It was reported that the financials appeared to be in good order and that Mr. Loudermilk was the District's new accountant.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the April, May, and June 2026 financial reports and the Fiscal Year 2025 audit report were accepted. (2-0)

ii. Acceptance of Fiscal Year 2025 Audit Report

In response to a Board question, the District Manager reported that the Fiscal Year 2025 audit was clean and contained no findings or recommendations. The audit report was included in the motion recorded under Item 7Ai.

B. District Engineer

Mr. Wheeler reported that the office building was nearing completion and that furniture and cleaning were underway. Remaining work included the formal punch list. Roll-up-door materials were in transit. A chipped door between the main office and shop and a dent in the electrical-room-door trim were identified. Staff were asked to photograph and document exterior repair items for the punch list. Mr. Wheeler also reported that park plans were being finalized following the joint meeting and were targeted for bidding by the end of the following week after a staff meeting and final review. The Board discussed circulating the plans several days before bidding, especially to

Mr. Beard and possibly Jared. District Counsel stated that bidding appeared to be within staff discretion but would confirm whether a motion was required. The Board also discussed pricing a rolled millings access road from the tank site to the office along the top of the bank. The road could support District, landscaping, and chlorine-truck access and potentially serve as controlled relief access during events. The Board discussed lighting, staged vehicles, cones, the canal, the lack of room for a guardrail, liability, traffic control at Sycamore, and modifying the internal exit strategy. The Board stated that Fort Fest went well except for evacuation.

C. District Counsel

District Counsel reported that Westlake West Phase 1B would be on the following month's agenda. Settlement discussions concerning the M-2 canal litigation were ongoing, with draft language under review. The Board discussed the percentage of land draining into the lower basin and referenced approximately 35% in connection with a $100,000 figure and a $35,000 share.

D. District Manager

i. Discussion of 9/11 Remembrance Ceremony Friday, September 11 at 6:30 p.m.

The District Manager reported that Board and staff members had been invited to attend the 25th anniversary remembrance ceremony at the Lodge. The ceremony begins at 6:30 p.m. A 5K was scheduled for the following morning.

The District Manager reported that furniture installation and cleaning were underway. Staff planned to verify the AT&T internet connection before coordinating the move with Node Zero. The cameras had been offline while gas-line work was occurring, and the locations of communications and gas work were discussed. The phones were scheduled to port on Friday, and Milner was scheduled to connect the copier and printers to the new network. The transaction window was discussed; it was described as 48 inches wide and opening 24 inches, although its installation status needed confirmation. Administrative offices would be closed August 20 and 21 and reopen at the new location on August 24, 2026. A grand-opening reception with cookies, coffee, and iced tea was contemplated for September.

EIGHTH ORDER OF BUSINESS **Board of Supervisors Requests and Comments**

The Board reported that temporary striping was peeling near the sales office and roundabout. Additional repair locations discussed were the left-turn area from Persimmon Boulevard toward Seminole Pratt Whitney Road and the area at Town Center Parkway North and Seminole Pratt

Whitney Road heading west. Staff discussed reattaching the striping tape and contacting Tom's team, which had performed similar work.

NINTH ORDER OF BUSINESS **Adjournment**

The next regular meeting was scheduled for Monday, September 14, 2026, at 4:00 p.m. at 16980 Persimmon Boulevard, Westlake, Florida 33470.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the meeting was adjourned at 4:55 p.m. (2-0)

____
Scott Massey
President

MEMORANDUM

TO: Board of Supervisors, Seminole Improvement District
FROM: Donald Loudermilk, Accountant; Lucus McDonald, Accounting Supervisor
CC: Lynne Ladner, District Manager
DATE: July 31, 2026
SUBJECT: July Financial Report

Please find attached the July 2026 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. At this point in the year actual revenues and expenditures should be 83% of the adopted budget. An overview of each of the District's funds is provided below. Should you have any questions or require additional information, please contact DLoudermilk@inframark.com

General Fund

•The total revenues received through July were approximately 103% of the adopted budget. Collections on Special Assessments-Tax Collector and Special Assessments-Other were approximately 100% and 0%, respectively.

•The total expenditures incurred through July were approximately 65% of the adopted budget.

Water & Sewer Enterprise Funds

•The total revenues received through July were approximately 135% of the adopted budget. Revenues reported by a third-party water utility billing system do not include charges for the current month's service. An additional month's charges will be recognized in September.

•The total operating expenses incurred through July were approximately 56% of the adopted budget.

•The results presented are a combination of the Water & Sewer Operating Fund and the Debt Service and Construction Funds resulting from the issuance of the 2022 Series Revenue Bonds.

•Assessment payments are deposited into investments. Cash is transferred to the checking account during the year to maintain a balance sufficient to fund 3 months of operating expenditures.

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Seminole Improvement District

Financial Report

July 31, 2026

CLEAR PARTNERSHIPS

COLLABORATION LEADERSHIP EXCELLENCE ACCOUNTABILITY RESPECT

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Seminole Improvement District

Financial Statements

(Unaudited)

July 31, 2026

Balance Sheet

July 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUNDS	ENTERPRISE FUNDS	TOTAL
ASSETS			
Cash - Checking Account	$ -	$ 3,157,091	$ 3,157,091
Cash Restricted for Customer Deposits	100,000	-	100,000
Cash Restricted for Water Syst Impr/Exp	-	4,662,628	4,662,628
Accounts Receivable	-	302,153	302,153
Accounts Receivable - Other	-	532	532
Due From Developer	14,131	-	14,131
Due From Other Districts	185,642	-	185,642
Due From Other Funds	-	1,781,839	1,781,839
Money Market Account	9,767,150	3,527,540	13,294,690
Construction Fund	-	1,055,027	1,055,027
Interest Account	-	7,894	7,894
Principal	-	351,980	351,980
Renewal & Replacement	-	783,736	783,736
Reserve Fund	-	605,090	605,090
Revenue Fund	-	223,887	223,887
Prepaid Items	-	4,071	4,071
Prepaid Insurance	19,014	-	19,014
Deposits	-	555,064	555,064
Fixed Assets			
Land	-	1,886,937	1,886,937
Improvements	-	105,856	105,856
Water Sewer Lines	-	30,169,437	30,169,437
Accum Depr - Wtr Swr Lines	-	(6,802,036)	(6,802,036)
Accum Depr - Improvements	-	(2,496)	(2,496)
Equipment	-	8,492,955	8,492,955
Meters	-	609,544	609,544
Accum Depr - Meters	-	(128,501)	(128,501)
Vehicles	-	5,675	5,675
Accum Depr - Equip/Furniture	-	(1,787,973)	(1,787,973)
Construction Work In Process	-	3,155,237	3,155,237
Other Assets-Non-Current	-	1,907,100	1,907,100
TOTAL ASSETS	**$ 10,085,937**	**$ 54,630,267**	**$ 64,716,204**

Balance Sheet
July 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUNDS	ENTERPRISE FUNDS	TOTAL
LIABILITIES			
Accounts Payable	$ 558,014	$ 147,879	$ 705,893
Unearned Revenue	-	79,688	79,688
Contracts Payable	-	64,680	64,680
Retainage Payable	-	68,923	68,923
Due To Other Districts	-	64,219	64,219
Accrued Utility Taxes Payable	-	70,336	70,336
Deposits	-	315,586	315,586
Builder Deposits	7,500	-	7,500
Deferred Revenue	-	3,948,414	3,948,414
Deferred Revenue-Developer Submittals (Minto)	229,861	-	229,861
Due To Other Funds	1,781,839	-	1,781,839
Bond Prem/Discount	-	(7,358)	(7,358)
Acc Amort - Bond Prem/Disc	-	1,567	1,567
Revenue Bonds Payable-LT	-	10,470,000	10,470,000
Deferred Inflow of Resources	14,131	-	14,131
TOTAL LIABILITIES	**2,591,345**	**15,223,934**	**17,815,279**
FUND BALANCES / NET ASSETS			
Fund Balances			
Nonspendable:			
Prepaid Insurance	19,014	-	19,014
Assigned to:			
Operating Reserves	1,813,255	-	1,813,255
Unassigned:	5,662,323	-	5,662,323
Net Assets			
Invested in capital assets, net of related debt	-	25,240,426	25,240,426
Restricted for Debt Service	-	3,027,614	3,027,614
Unrestricted/Unreserved	-	11,138,293	11,138,293
TOTAL FUND BALANCES / NET ASSETS	**$ 7,494,592**	**$ 39,406,333**	**$ 46,900,925**
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	**$ 10,085,937**	**$ 54,630,267**	**$ 64,716,204**

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
REVENUES				
Interest - Investments	$ 30,000	$ 25,000	$ 226,064	$ 201,064
Building Permits	32,000	26,667	78,655	51,988
Physical Environment	211,800	176,500	189,222	12,722
Interest - Tax Collector	-	-	3,397	3,397
Special Assmnts- Tax Collector	6,952,286	6,952,286	6,952,586	300
Special Assmnts- Other	17,826	17,826	-	(17,826)
Special Assmnts- Discounts	(278,091)	(278,091)	(264,857)	13,234
Other Miscellaneous Revenues	-	-	711	711
Lien Search Fee	19,400	16,167	17,640	1,473
TOTAL REVENUES	**6,985,221**	**6,936,355**	**7,203,418**	**267,063**
EXPENDITURES				
Administration				
ProfServ-Engineering	225,949	188,291	8,012	180,279
ProfServ-Info Technology	42,265	35,221	78,869	(43,648)
ProfServ-Legal Services	528,500	440,416	175,963	264,453
ProfServ-Legislative Expense	90,000	75,000	44,893	30,107
ProfServ-Property Appraiser	-	-	150	(150)
ProfServ-Special Assessment	8,034	8,034	8,043	(9)
ProfServ-Consultants	20,000	16,666	18,375	(1,709)
ProfServ-Assessment Methodology	5,500	-	-	-
Auditing Services	5,000	5,000	-	5,000
Contracts-Mgmt Services	350,406	292,004	291,950	54
Contracts-Admin. Service	73,851	61,543	65,269	(3,726)
Postage and Freight	1,000	834	343	491
Telephone/Fax/Internet Services	4,000	3,334	3,293	41
Utility - General	1,900	1,583	2,019	(436)
Lease - Copier	3,500	2,916	2,586	330
Insurance - General Liability	4,255	4,255	4,703	(448)
Public Officials Insurance	2,880	2,880	1,972	908
Printing	600	500	-	500
Legal Advertising	6,380	5,316	963	4,353
Misc-Assessment Collection Cost	139,046	139,046	65,648	73,398
Misc-Contingency	20,000	16,666	212,548	(195,882)
Misc-Web Hosting	5,000	4,166	370	3,796
Office Supplies	3,200	2,666	1,377	1,289
Cleaning Services	7,800	6,500	4,650	1,850
Annual District Filing Fee	200	-	-	-
Dues, Licenses, Subscriptions	11,255	11,055	17,604	(6,549)
Total Administration	1,560,521	1,323,892	1,009,600	314,292

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Emergency/Disaster Relief				
R&M-Emergency & Disaster Relief	50,000	10,000	-	10,000
Total Emergency/Disaster Relief	50,000	10,000	-	10,000
Flood Control/Stormwater Mgmt				
Contracts-Solid Waste	3,465	2,887	4,210	(1,323)
Contracts-Water Analysis	16,275	13,563	8,954	4,609
Utility - Irrigation	15,208	12,674	18,151	(5,477)
R&M-General	113,641	94,701	38,542	56,159
R&M-Aquatic Weed Control	113,121	94,267	103,265	(8,998)
R&M-Canals	42,000	35,000	-	35,000
R&M-Canals Mowing	30,000	25,000	-	25,000
R&M-Boundaries Outfall	100,000	83,334	-	83,334
R&M-Surface Water Pump Station	20,000	16,666	-	16,666
Misc-Contingency	25,000	20,834	-	20,834
Op Supplies - Fuel, Oil	12,495	10,413	7,328	3,085
Total Flood Control/Stormwater Mgmt	491,205	409,339	180,450	228,889
Field				
ProfServ-Field Management	128,205	106,837	109,389	(2,552)
Contractual Labor	317,790	264,824	396,256	(131,432)
Contracts-Lakes	644,000	536,666	329,454	207,212
Contracts-Landscape ROW	2,902,000	2,418,166	1,889,388	528,778
R&M-Other Field	186,600	155,500	69,691	85,809
Landscape Maintenance	230,000	191,667	435,659	(243,992)
Misc-Training	4,000	3,000	-	3,000
Cap Outlay - Vehicles	25,000	25,000	1,373	23,627
Total Field	4,437,595	3,701,660	3,231,210	470,450
Capital Expenditures & Projects				
Capital Outlay	200,000	166,666	138,355	28,311
Cap Outlay-Roads	100,000	83,334	-	83,334
Total Capital Expenditures & Projects	300,000	250,000	138,355	111,645
Road and Street Facilities				
Electricity - General	138,800	115,666	150,193	(34,527)
Road & Street Facilities	7,100	5,916	3,711	2,205
Total Road and Street Facilities	145,900	121,582	153,904	(32,322)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Debt Service				
Debt Retirement - Other	267,800	267,800	-	267,800
Principal-Capital Lease	-	-	2,151	(2,151)
Interest-Capital Lease	-	-	56	(56)
Total Debt Service	267,800	267,800	2,207	265,593
TOTAL EXPENDITURES	**7,253,021**	**6,084,273**	**4,715,726**	**1,368,547**
Excess (deficiency) of revenues Over (under) expenditures	(267,800)	852,082	2,487,692	1,635,610
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(267,800)	-	-	-
TOTAL FINANCING SOURCES (USES)	**(267,800)**	**-**	**-**	**-**
Net change in fund balance	$ (267,800)	$ 852,082	$ 2,487,692	$ 1,635,610
FUND BALANCE, BEGINNING (OCT 1, 2025)	**5,006,900**	**5,006,900**	**5,006,900**	
FUND BALANCE, ENDING	**$ 4,739,100**	**$ 5,858,982**	**$ 7,494,592**	

Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
OPERATING REVENUES				
Interest - Investments	$ 372,253	$ 310,211	$ 331,250	$ 21,039
Hydrant Water-Base Rate	55,600	41,701	45,731	4,030
Hydrant Water-Usage	15,600	11,700	7,887	(3,813)
Water-Base Rate	637,300	477,976	712,909	234,933
Water-Usage	680,200	510,151	951,407	441,256
Irrigation-Base Rate	162,300	121,725	219,585	97,860
Irrigation-Usage	339,700	254,776	692,628	437,852
Sewer-Base Rate	676,700	507,524	808,005	300,481
Sewer-Usage	446,200	334,651	714,152	379,501
Meter Fees	195,200	162,666	168,939	6,273
Penalties	-	-	98,676	98,676
Admin Fee	23,100	19,250	26,250	7,000
AGRF - Water	143,700	119,750	250,360	130,610
AGRF - Wastewater	77,700	64,750	128,554	63,804
Lien Search Fee	-	-	225	225
TOTAL OPERATING REVENUES	**3,825,553**	**2,936,831**	**5,156,558**	**2,219,727**
OPERATING EXPENSES				
Personnel and Administration				
ProfServ-Engineering	170,091	141,743	1,433	140,310
ProfServ-Info Technology	126,815	105,679	55,676	50,003
ProfServ-Legal Services	20,350	16,958	2,846	14,112
ProfServ-Utility Billing	205,756	171,464	258,694	(87,230)
ProfServ-Consultants	1,500	1,250	-	1,250
Auditing Services	5,099	5,099	-	5,099
Contracts-Mgmt Services	15,156	12,630	17,083	(4,453)
Contracts-Admin. Service	119,246	99,372	119,869	(20,497)
Communication - Telephone	5,240	4,366	3,792	574
Postage and Freight	200	166	-	166
Electricity - General	-	-	11,574	(11,574)
Lease - Office Equip	2,279	1,899	-	1,899
Public Officials Insurance	4,100	4,100	1,972	2,128
Insurance (Liab,Auto,Property)	38,144	38,144	61,867	(23,723)
Misc-Bank Charges	2,700	2,250	1,683	567
Misc-Contingency	716,966	597,472	1,960	595,512
Dues, Licenses, Subscriptions	3,080	3,080	575	2,505
Bad Debt Expenses	2,300	-	-	-
Total Personnel and Administration	1,439,022	1,205,672	539,024	666,648

Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
Water-Sewer Comb Services				
Contracts-Bulk Potable Water	501,400	417,834	388,692	29,142
Contracts-Bulk Wastewater	396,300	330,250	227,136	103,114
Contracts-Building and Grounds	4,761	3,967	3,030	937
Contracts-Bulk Reclaimed Water	232,100	193,416	199,330	(5,914)
Communications-Other	3,082	2,568	3,922	(1,354)
Electricity - General	95,150	79,292	125,438	(46,146)
Utility - Gas	6,380	5,316	41,612	(36,296)
Utility Fees	23,200	19,334	24,232	(4,898)
R&M-Meters	32,000	26,666	13,136	13,530
R&M-Meter Setup	163,156	135,964	329,156	(193,192)
R&M-Potable Water Lines	8,184	6,820	1,850	4,970
R&M-Site Facilities	5,400	4,500	7,049	(2,549)
R&M-Water Plant Equipment	23,105	19,255	48,697	(29,442)
Miscellaneous Services	1,843	1,535	65,155	(63,620)
Op Supplies - Chemicals	13,200	11,000	7,467	3,533
Total Water-Sewer Comb Services	1,509,261	1,257,717	1,485,902	(228,185)
Flood Control/Stormwater Mgmt				
Contracts-Water Analysis	-	-	3,522	(3,522)
Electricity - General	-	-	2,085	(2,085)
Total Flood Control/Stormwater Mgmt	-	-	5,607	(5,607)
Field				
ProfServ-Field Management	36,317	30,265	30,551	(286)
Contractual Labor	105,836	88,196	132,082	(43,886)
Misc-Contingency	90,000	75,000	2,435	72,565
Total Field	232,153	193,461	165,068	28,393
Debt Service				
Principal Debt Retirement	665,000	-	-	-
Interest Expense	530,730	265,365	265,365	-
Total Debt Service	1,195,730	265,365	265,365	-
Reserves				
Reserve - Debt Service	1,195,730	996,442	-	996,442
Reserve - Renewal&Replacement	389,277	324,397	-	324,397
Total Reserves	1,585,007	1,320,839	-	1,320,839
TOTAL OPERATING EXPENSES & RESERVES	**5,961,173**	**4,243,054**	**2,460,966**	**1,782,088**
Operating income (loss)	(2,135,620)	(1,306,223)	2,695,592	4,001,815

Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending July 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE ($) FAV(UNFAV)
OTHER FINANCING SOURCES (USES)				
Transfer In - Water System	-	-	924,588	924,588
Transfer in - Capital Projects Fund	-	-	1,448,130	1,448,130
Capital Contributions-Enterprise	1,102,700	918,916	2,151,612	1,232,696
Operating Transfers-Out	-	-	(1,681,214)	(1,681,214)
Transfer out to Debt Service	-	-	(948,325)	(948,325)
TOTAL FINANCING SOURCES (USES)	**1,102,700**	**918,916**	**1,894,791**	**975,875**
Change in net assets	$ (1,032,920)	$ (387,307)	$ 4,590,383	$ 4,977,690
TOTAL NET ASSETS, BEGINNING (OCT 1, 2025)	**34,815,950**	**34,815,950**	**34,815,950**	
TOTAL NET ASSETS, ENDING	**$ 33,783,030**	**$ 34,428,643**	**$ 39,406,333**	

Seminole Improvement District

Supporting Schedules

July 31, 2026

Non-Ad Valorem Special Assessments - Palm Beach County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026

											ALLOCATION
Date Received		Net Amount Received		Discount/ (Penalties) Amount		Collection Cost		Gross Amount Received			General Fund
Assessments Levied FY 2026							$	6,952,286		$	6,952,286
								100%			100%
11/07/25	$	48,717	$	2,469	$	492	$	51,678		$	51,678
11/19/25	$	240,149	$	10,096	$	2,426	$	252,671		$	252,671
12/03/25	$	1,221,671	$	51,363	$	12,340	$	1,285,375		$	1,285,375
12/05/25	$	2,645,223	$	111,332	$	26,719	$	2,783,274		$	2,783,274
12/10/25	$	360,429	$	15,084	$	3,641	$	379,154		$	379,154
12/17/25	$	1,675,079	$	70,273	$	16,920	$	1,762,273		$	1,762,273
01/07/26	$	83,047	$	2,594	$	839	$	86,480		$	86,480
02/11/26	$	51,093	$	1,159	$	516	$	52,769		$	52,769
03/11/26	$	37,304.00	$	389.00	$	377.00	$	38,070		$	38,070
04/04/26	$	98,886.09	$	133.07	$	998.85	$	100,018		$	100,018
05/06/26	$	23,780.75	$	(36.90)	$	240.81	$	23,985		$	23,985
6/30/2026	$	13,263.79	$	-		138.04	$	13,401		$	13,401
7/1/2026	$	123,437.83	$	-			$	123,438		$	123,438
TOTAL	$	6,622,082	$	264,857	$	65,648	$	6,952,585		$	6,952,585

% COLLECTED		100%		100%
TOTAL OUTSTANDING	$	(299)	$	(299)

Non-Ad Valorem Special Assessments-Other - Palm Beach County School District
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2026

					ALLOCATION
Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	General Fund
Assessments Levied FY 2026				$ 17,826	$ 17,826
				100%	100%
TOTAL	$ -	$ -	$ -	$ -	$ -
% COLLECTED				0%	0%
TOTAL OUTSTANDING				$ 17,826	$ 17,826

Cash and Investment Report
July 31, 2026

GENERAL FUND

Account Name	Bank Name	Investment Type	Yield	Balance
Money Market	BankUnited	MMA	3.40%	9,767,150
Public Funds Business Checking	BankUnited	Checking Account	0.00%	100,000
			Subtotal	**$9,867,150**

WATER & SEWER FUND

Account Name	Bank Name	Investment Type	Yield	Balance
Public Funds Business Checking	BankUnited	Checking Account	0.00%	3,157,091
Enterprise Money Market	BankUnited	MMA	3.40%	8,190,168
Water Series 2022 Reserve	BankUnited	n/a	3.40%	605,090
Water Series 2022 Construction	BankUnited	n/a	3.40%	1,055,027
Water Series 2022 Revenue	BankUnited	n/a	3.40%	223,887
Water Series 2022 Interest	BankUnited	n/a	3.40%	7,894
Water Series 2022 Principal	BankUnited	n/a	3.40%	351,980
Water Series 2022 Renewal & Replacement	BankUnited	n/a	3.40%	783,736
			Subtotal	**$14,374,873**
			Total	**$24,242,023**

CAULFIELD & WHEELER, INC.
Consulting Engineers • Surveyors & Mappers

Celebrating 35 years
Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

ENGINEER'S COST ESTIMATE

PROJECT: *SEMINOLE IMPROVEMENT DISTRICT IMPROVEMENTS*

A. SID REUSE TANK EXPANSION

ITEM #	DESCRIPTION	UNIT	RATE	QTY	COST
A1	GENERAL REQUIREMENTS	LS	$ 180,000.00	1	$ 180,000.00
A2	SITEWORK	LS	$ 533,250.00	1	$ 533,250.00
A3	2MG CONCRETE CYLINDRICAL STORAGE TANK	LS	$ 2,040,000.00	1	$ 2,040,000.00
A4	MATERIALS, EQUIPMENT, ETC.	LS	$ 789,000.00	1	$ 789,000.00
A5	ELECTRICAL	LS	$ 456,000.00	1	$ 456,000.00
A6	GENERATOR REPLACEMENT	LS	$ 600,000.00	1	$ 600,000.00
A7	PUMP SYSTEM REPLACEMENT / UPGRADES	LS	$ 320,000.00	1	$ 320,000.00
					$ -
	SUB-TOTAL - A. SID REUSE TANK EXPANSION				**$ 4,918,250.00**

TASK	COST
SID Infrastructure Pay App 1 (Req 2)	$ 666,967.03
SID Infrastructure Pay App 2 (Req 3)	$ 309,851.39
SID Infrastructure Pay App 3 (Req 4)	$ 589,602.55
SID Infrastructure Pay App 4 (Req 5)	$ 239,767.74
SID Infrastructure Pay App 5 (Req 6)	$ 200,688.89
SID Infrastructure Pay App 6 (Req 7)	$ 61,049.25
SID Infrastructure Pay App 7 (Req 8)	$ 21,465.00
SID Reuse Tank Pay App 1 (Req 10)	$ 442,937.50
SID Reuse Tank Pay App 2 (Req 12)	$ 562,637.50
SID Infrastructure Pay App 8R (Req 13)	$ 232,154.65
SID Reuse Tank Pay App 3 (Req 14)	$ 669,750.00
SID Reuse Tank Pay App 4 (Req 18)	$ 554,087.50
SID Reuse Tank Pay App 5 (Req 24)	$ 116,524.15
SID Reuse Tank Pay App 6 (Req 25)	$ 175,758.17
SID Reuse Tank Pay App 7 (Req 29)	$ 296,381.96
SID Reuse Tank Pay App 8 (Req 30)	$ 18,667.50
SID Reuse Tank Pay App 6 (Req 31)	$ 22,344.94
SID Reuse Tank Pay App 7 (Req 32)	$ 1,046.76
SID Reuse Tank Pay App 8 (Req 33)	$ 845.00
SID Reuse Tank Pay App 9 (Req 34)	$ 21,670.00
SID Reuse Tank Pay App 10 (Req 35)	$ 2,220.00
SID Reuse Tank Pay App 11 (Req 36)	$ 4,440.00
SID Reuse Tank Pay App 12 (Req 37)	$ 20,432.00
SID Reuse Tank Pay App 9 (Req 38)	$ 94,285.60
SID Reuse Tank Pay App 10 (Req 39)	$ 47,973.29
SID Reuse Tank Pay App 11FR (Req 41)	$ 156,789.64
SID Reuse Tank Pay App 1 (Req 60)	$ 64,685.00
CURRENT TOTAL	$ 5,595,023.01
REMAINING	$ (676,773.01)

B. SID IRRIGATION PUMP STATION

ITEM #	DESCRIPTION	UNIT	RATE	QTY	COST
B1	SITEWORK (PAD, ELEC., UTILITY TIE-IN, ETC.)	LS	$ 54,000.00	1	$ 54,000.00
B2	TRIP-50HP CENTRIFUGAL PUMP STATION	LS	$ 250,000.00	1	$ 250,000.00
					$ -
	SUB-TOTAL - B. SID IRRIGATION PUMP STATION				**$ 304,000.00**

TASK	COST
Hoover Pumps Pay App 1 (Req 1)	$ 113,401.21
Hoover Pumps Pay App 2 (Req 15)	$ 210,602.25
CURRENT TOTAL	$ 324,003.46
REMAINING	$ (20,003.46)

C. SID OFFICE COMPLEX

ITEM #	DESCRIPTION	UNIT	RATE	QTY	COST
C1	PREFAB. STEEL BUILDING (FURNISH & INSTALL)	LS	$ 259,200.00	1	$ 259,200.00
C2	UTILITIES	LS	$ 600,000.00	1	$ 600,000.00
C3	ROADWAY / HARDSCAPE	LS	$ 780,000.00	1	$ 780,000.00
C4	LANDSCAPING & IRRIGATION	LS	$ 210,000.00	1	$ 210,000.00
C5	MECHANICAL, ELECTRICAL, PLUMBING	LS	$ 155,520.00	1	$ 155,520.00
C6	GENERAL CONDITIONS	LS	$ 66,000.00	1	$ 66,000.00
C7	PERMITTING, ENGINEERING, SURVEYING	LS	$ 126,000.00	1	$ 126,000.00
					$ -
					$ -
	SUB-TOTAL - C. SID OFFICE COMPLEX				**$ 2,196,720.00**

TASK	COST
SID Office Site Work Pay App 1 (Req 9)	$ 131,419.35
SID Office Site Work Pay App 2 (Req 11)	$ 264,604.05
SID Office Site Work Pay App 3 (Req 16)	$ 146,280.91
SID Office Building Pay App 1 (Req 17)	$ 9,957.50
SID Office Site Work Pay App 4 (Req 19)	$ 107,815.50
SID Office Building Pay App 2 (Req 20)	$ 4,535.00
SID Office Building Pay App 1 (Req 21)	$ 166,145.00
SID Office Site Work Pay App 5 (Req 22)	$ 19,641.60
SID Office Building Pay App 3 (Req 23)	$ 2,995.00
SID Office Site Work Pay App 7R (Req 26)	$ 87,483.34
SID Office Site Work Pay App 6 (Req 27)	$ 117,588.60
SID Office Building Pay App 4 (Req 28)	$ 7,015.00
SID Office Building Pay App 7 (Req 40)	$ 10,140.00
SID Office Building Pay App 7 (Req 42)	$ 8,450.00
SID Office Building Pay App 7 (Req 43)	$ 8,450.00
SID Office Building Pay App 2 (Req 44)	$ 221,526.00
SID Office Building Pay App 3 (Req 45)	$ 200,322.84
SID Office Building Pay App 1 (Req 46)	$ 4,612.50
SID Office Building Pay App 2 (Req 47)	$ 20,337.50
SID Office Building Pay App 1 (Req 48)	$ 3,055.00
SID Office Building Pay App 2 (Req 49)	$ 721.00
SID Office Building Pay App 3 (Req 50)	$ 1,250.00
SID Office Building Pay App 1 (Req 51)	$ 81,500.00
SID Office Building Pay App 4 (Req 52)	$ 2,950.00
SID Office Building Pay App 10 (Req 53)	$ 9,082.50
SID Office Building Pay App 2 (Req 54)	$ 31,350.00
SID Office Building Pay App 3 (Req 55)	$ 51,015.00
SID Office Building Pay App 11 (Req 56)	$ 6,045.00
SID Office Building Pay App 3 (Req 57)	$ 1,648.00
SID Office Building Pay App 1 (Req 58)	$ 28,000.00
SID Office Building Pay App 4 (Req 59)	$ 133,000.00
SID Office Building Pay App 5 (Req 61)	$ 236,788.36
SID Office Building Pay App 6 (Req 62)	$ 13,015.00
SID Office Building Pay App 12 (Req 63)	$ 6,505.00
SID Office Building Pay App 1 (Req 64)	$ 6,424.14
SID Office Building Pay App 7 (Req 65)	$ 100,700.00
SID Office Building Pay App 8 (Req 66)	$ 42,750.36
SID Office Building Pay App 9 (Req 67)	$ 128,500.00
SID Office Building Pay App 10 (Req 68)	$ 149,625.00
SID Office Building Pay App 11 (Req 69)	$ 198,864.24
SID Office Building Pay App 12 (Req 70)	$ 466,117.26
SID Office Building Pay App 13 (Req 71)	$ 6,117.50
SID Office Building Pay App 13 (Req 72)	$ 451,896.10
SID Office Building Pay App 14 (Req 73)	$ 124,228.63
CURRENT TOTAL	$ 3,820,467.78
REMAINING	$ (1,623,747.78)

D. CONTINGENCIES (30%)

SUB-TOTAL - D. CONTINGENCIES (30%)	**$ 2,225,691.00**	CURRENT TOTAL	$ (696,776.47)
		REMAINING	$ 1,528,914.53

TOTAL COST ESTIMATE	**$ 9,644,661.00**	CURRENT TOTAL	**$ 9,739,494.25**
		REMAINING	**$ (94,833.25)**

Ryan D. Wheeler, P.E. Date
Florida P.E. No. 71477

RESOLUTION NO. 2026-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE IMPROVEMENT DISTRICT, AUTHORIZING AND APPROVING THE CITY OF WESTLAKE'S USE OF PROPERTY OWNED BY THE SEMINOLE IMPROVEMENT DISTRICT FOR THE WESTLAKE COMMUNITY PARK PROJECT; SUPPORTING THE CITY'S ACCEPTANCE AND USE OF LEGISLATIVE APPROPRIATION FUNDING ADMINISTERED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE APPROPRIATE DISTRICT OFFICIALS TO EXECUTE DOCUMENTS NECESSARY TO FACILITATE THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Seminole Improvement District (the “District”) is an independent special taxing district, organized under to Chapter 2000-431, Laws of Florida (the “Act”) and is vested with certain powers including the power to construct, own, and maintain a number of types of public works and facilities, including those for utilities, water management, parks, recreation, roadways, and others more particularly described in the Act; and

WHEREAS, the City of Westlake (the “City”) is a Florida municipal corporation, located in Palm Beach County, Florida and is possessed of full home rule powers pursuant to Article VIII, Section 2 of the Florida Constitution; Chapter 166 Florida Statutes; and the City of Westlake Municipal Charter; and

WHEREAS, the City and District share a common boundary and area of jurisdiction; and

WHEREAS, the District and the City entered into an Interlocal Agreement Regarding the Provision of Certain Services, Infrastructure, and Public Facilities in the City of Westlake, dated February 14, 2018 (the “Interlocal”); and

WHEREAS, the Interlocal provided that the City and District shall coordinate the best methods and funding for park facilities and consult with one another on park projects; and

WHEREAS, the District owns certain real property with an address of 4001 Seminole Pratt Whitey Road, more particularly described on the attached Exhibit “A” (the “District Property”); and

WHEREAS, at the joint meeting held on August 4, 2026, the City and District consulted and agreed on the proposed plans and funding options for the development of the Westlake Community Park to be developed on the District Property; and

WHEREAS, the City has received a legislative appropriation in the amount of $600,000, to be administered by the Florida Department of Environmental Protection ("FDEP"), for the Westlake Community Park project; and

WHEREAS, FDEP requires an adopted resolution from the site-controlling agency giving authority to enter into a contract agreement for the grant funds; and

WHEREAS, the District desires to support the City's receipt and use of the legislative appropriation and the development and implementation of the Westlake Community Park project on the District Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE IMPROVEMENT DISTRICT:

Section 1. The foregoing recitals are hereby incorporated into and made a part of this Resolution.

Section 2. The Board hereby authorizes and approves the use of the District Property, described on the attached Exhibit “A”, for implementation of the Westlake Community Park project and supports the City's receipt and expenditure of the FDEP-administered legislative appropriation for the project.

Section 3. The Board authorizes the District Board President and District Manager to execute such agreements, certifications, acknowledgments, site-control documentation, and other instruments as may be reasonably necessary to satisfy FDEP requirements and facilitate implementation of the project and the purposes of this Resolution.

Section 4. Nothing contained herein shall authorize expenditures or financial obligations of the District beyond those separately approved by the Board.

Section 5. This Resolution shall become effective immediately upon its adoption.

Adopted by the Board of Supervisors of the Seminole Improvement District this ____ day of ___________________, 2026.

____
Scott Massey, President, Board of Supervisors

____
Elizabeth Ladner, Assistant Secretary

Approved as to Form

____
Seth C. Behn, Esq., District Attorney

EXHIBIT "A"

SKETCH AND LEGAL OF DISTRICT PROPERTY

See Following Pages.

DESCRIPTION:

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE S.88°15'23"E., ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 71.85 FEET; THENCE N.01°44'37"E., A DISTANCE OF 8.07 FEET TO THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 43 SOUTH, RANGE 40 EAST, AS SURVEYED BY K.C. MOCK AND REFERENCED IN ROAD PLAT BOOK 6, PAGE 136, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO THE **POINT OF BEGINNING**; THENCE N.00°29'31"E. ALONG THE AGREED UPON AND MONUMENTED WEST BOUNDARY OF SECTION 12, AS SURVEYED BY K.C. MOCK AND REFERENCED IN ROAD PLAT BOOK 6, PAGE 136, OF SAID PUBLIC RECORDS, A DISTANCE OF 2073.88 FEET TO A POINT ON THE SOUTH LINE OF THE PARCEL CONVEYED TO THE SCHOOL BOARD OF PALM BEACH COUNTY, AS RECORDED IN OFFICIAL RECORDS BOOK 14566, PAGE 1779, OF SAID PUBLIC RECORDS; THENCE S.89°14'58"E., ALONG SAID SOUTH LINE OF THE PARCEL CONVEYED TO THE SCHOOL BOARD OF PALM BEACH COUNTY, A DISTANCE OF 1626.25 FEET TO A POINT ON THE PROPOSED WEST RIGHT-OF-WAY OF SEMINOLE-PRATT WHITNEY ROAD; THENCE ALONG SAID PROPOSED WEST RIGHT-OF-WAY, FOR THE FOLLOWING SEVENTEEN (17) COURSES: 1) S.01°42'52"W., A DISTANCE OF 187.16 FEET; 2) THENCE S.14°12'40"W., A DISTANCE OF 55.46 FEET; 3) THENCE S.01°42'52"W., A DISTANCE OF 292.55 FEET; 4) THENCE S.46°42'52"W., A DISTANCE OF 55.15 FEET; 5) THENCE S.01°42'52"W., A DISTANCE OF 66.00 FEET; 6) THENCE S.88°17'08"E., A DISTANCE OF 12.00 FEET; 7) THENCE S.43°17'08"E., A DISTANCE OF 55.15 FEET; 8) THENCE S.01°42'52"W., A DISTANCE OF 216.81 FEET; 9) THENCE S.15°12'37"W., A DISTANCE OF 51.42 FEET; 10) THENCE S.01°42'52"W., A DISTANCE OF 346.42 FEET; 11) THENCE S.46°42'52"W., A DISTANCE OF 55.15 FEET; 12) THENCE S.01°42'52"W., A DISTANCE OF 46.00 FEET; 13) THENCE S.88°17'08"E., A DISTANCE OF 11.00 FEET; 14) THENCE S.43°17'08"E., A DISTANCE OF 56.57 FEET; 15) THENCE S.01°42'52"W., A DISTANCE OF 317.43 FEET; 16) THENCE S.17°05'36"W., A DISTANCE OF 45.25 FEET; 17) THENCE S.01°42'52"W., A DISTANCE OF 298.19 FEET TO A POINT ON THE AGREED UPON AND MONUMENTED SOUTH BOUNDARY OF SECTION 12, AS SURVEYED BY K.C. MOCK AND REFERENCED IN ROAD PLAT BOOK 6, PAGE 136, OF SAID PUBLIC RECORDS; THENCE N.89°12'49"W. ALONG THE AGREED UPON AND MONUMENTED SOUTHT BOUNDARY OF SAID SECTION 12, AS SURVEYED BY K.C. MOCK AND REFERENCED IN ROAD PLAT BOOK 6, PAGE 136, OF SAID PUBLIC RECORDS, A DISTANCE OF 479.96 FEET; THENCE N.00°29'31"E., A DISTANCE OF 60.00 FEET; THENCE N.89°12'49"W., A DISTANCE OF 640.01 FEET; THENCE S.00°29'31"W., A DISTANCE OF 60.00 FEET TO A POINT ON THE AGREED UPON AND MONUMENTED SOUTH BOUNDARY OF SAID SECTION 12, AS SURVEYED BY K.C. MOCK AND REFERENCED IN ROAD PLAT BOOK 6, PAGE 136, OF SAID PUBLIC RECORDS; THENCE N.89°12'49"W., A DISTANCE OF 450.01 FEET TO THE **POINT OF BEGINNING**.
CONTAINING: 3,267,241 COMBINED SQUARE FEET OR 75.005 ACRES, MORE OR LESS.
LESS A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14034, PAGE 1147, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A PALM BEACH COUNTY BRASS DISK IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID SECTION 12 AS ESTABLISHED BY PALM BEACH COUNTY ENGINEERING DEPARTMENT, SAID MARKER BEING S.85°06'03"W., A DISTANCE OF 72.07 FEET FROM THE SOUTHWEST CORNER OF SECTION 12 TOWNSHIP 43 SOUTH, RANGE 40 EAST; THENCE N.65°48'28"E., A DISTANCE OF 134.49 FEET TO THE SOUTHWEST CORNER OF THE CALLERY-JUDGE GROVE IN SAID SECTION 12; THENCE N.45°38'18"E., A DISTANCE OF 211.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE M-2 CANAL; THENCE N.00°29'30"E., ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 31.00 FEET TO THE **POINT OF BEGINNING-1**; THENCE CONTINUE N.00°29'30"E. ALONG THE SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 273.00 FEET; THENCE S.89°12'54"E., A DISTANCE OF 170.00 FEET; THENCE S.00°29'30"W., A DISTANCE OF 273.00 FEET; THENCE N.89°12'54"W., A DISTANCE OF 170.00 FEET TO THE **POINT OF BEGINNING-1**.
CONTAINING: 46.411 SQUARE FEET OF 1.065 ACRES, MORE OR LESS.
TOTAL CONTAINING: 3,220,831 SQUARE FEET OR 73.940 ACRES, MORE OR LESS

LEGEND

O.R.B.--Official Records Book	*R.P.B.--Road Plat Book*	*D.B.--Deed Book*
P.O.B.--Point of Beginning	*R/W -- Right-of-Way*	*P.B.C.--Palm Beach County*
P.O.C.--Point of Commencement	*N.T.S. -- Not to Scale*	*PG.--Page*

WESTLAKE POD C-4 SKETCH & DESCRIPTION

REVISIONS

No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: MINTO COMMUNITES, LLC

Last Date of Field Survey: -

SURVEYOR'S CERTIFICATE

This certifies that a survey of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

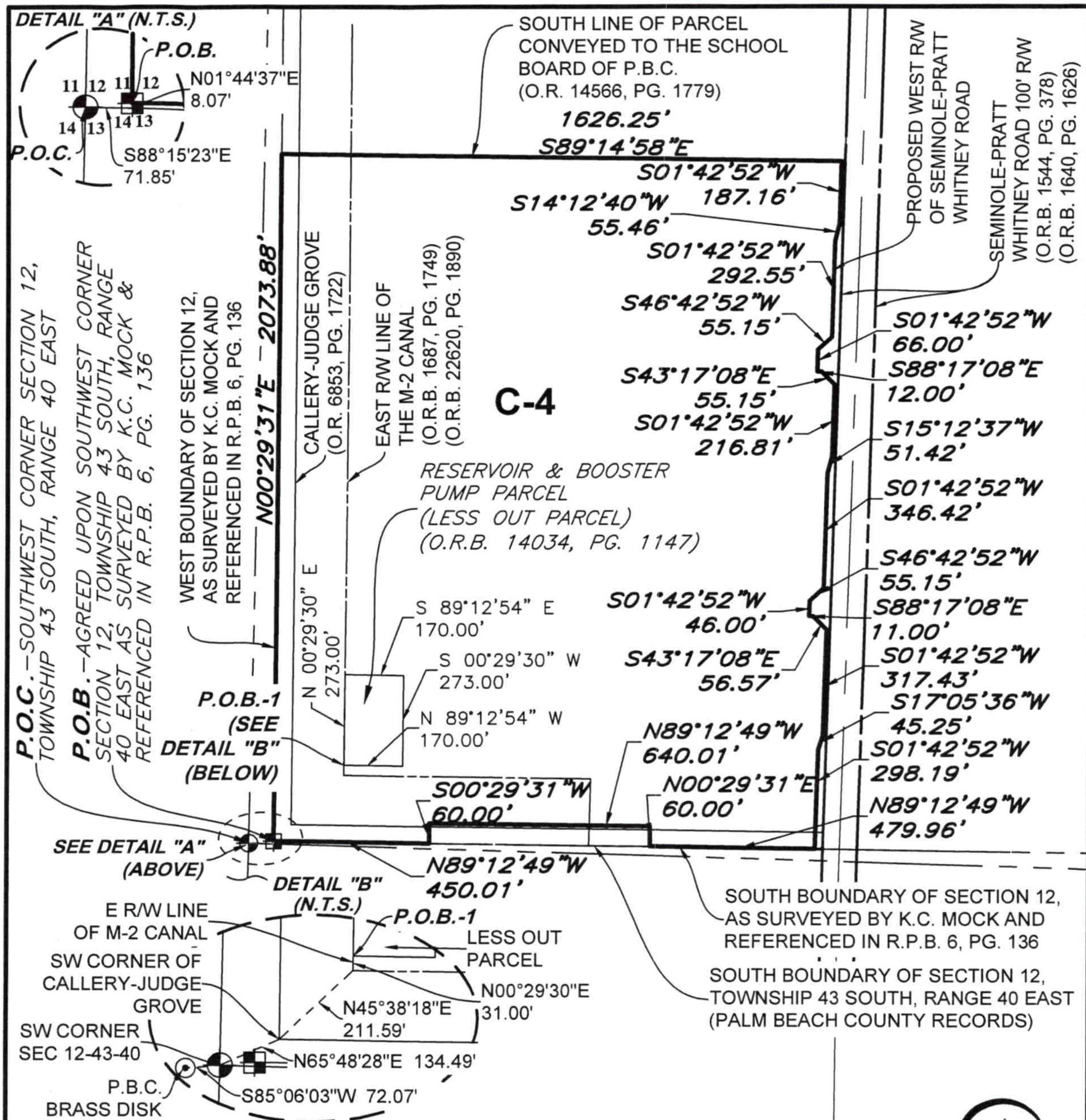
Luis J. Ortiz
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 10/28/19	Data File:
Check: GAR	P.C.: -	Field Book: -
Section: 12 Twn. 43 S, Rng. 40 E		Job #: S&D_C-4

DWG NAME: W:\WESTLAKE\WESTLAKE - NAVD88\SURVEY\REGIONAL PARK_C-4\S&D_C-4.DWG PLOTTED BY: SERGIO MACHADO ON: 10/30/2019 8:26 AM LAST SAVED BY: SERGIOM ON: 10/30/2019 8:25 AM



LAST SAVED BY: SERGIOM ON: 10/30/2019 8:25 AM PLOTTED BY: SERGIO MACHADO ON: 10/30/2019 8:26 AM

DWG NAME: W:\WESTLAKE\WESTLAKE - NAVD88\SURVEY\REGIONAL PARK_C-4\S&D_C-4.DWG

WESTLAKE POD C-4 SKETCH & DESCRIPTION

REVISIONS

No.	Date	Description	Dwn.

Prepared For: MINTO COMMUNITES, LLC

Last Date of Field Survey: -

N SCALE: 1"=400'

GeoPoint Surveying, Inc.

4152 W. Blue Heron Blvd.
Suite 105
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Drawn: SWM	Date: 10/28/19	Data File:
Check: GAR	P.C.: -	Field Book: -
Section: 12 Twn. 43 S, Rng. 40 E		Job #: C-4

Sheet No. 2 of 2 Sheets

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.
THIS 5 DAY OF Nov., 20 19
SHARON R. BOCK
CLERK & COMPTROLLER
By ______
DEPUTY CLERK

INFORMATION TECHNOLOGY & CYBERSECURITY POLICY

Florida Local Government Master Template

Updated for the 2026 Florida Statutes

Document Control	Value
Organization	[Organization Name]
Policy Owner	[Responsible Official / Department]
Approved By	[Governing Body / Administrator]
Effective Date	[MM/DD/YYYY]
Review Cycle	At least annually and upon material legal, regulatory, or technology change
Version	2.0 - 2026 Update

Template Notice

This document is a reusable policy template for Florida counties and municipalities. Bracketed fields must be completed before adoption. Local procedures, systems, labor agreements, insurance requirements, records schedules, and law-enforcement arrangements vary. The adopting organization should have its legal counsel review the completed policy and associated procedures before adoption.

2026 Update

This version incorporates the 2026 Florida Statutes, including amendments to Fla. Stat. § 119.0725 concerning agency cybersecurity information and to Fla. Stat. § 501.171 concerning protected personal information, including biometric and geolocation information.

I. PURPOSE, AUTHORITY, AND SCOPE

This Information Technology and Cybersecurity Policy establishes minimum administrative, operational, technical, and physical safeguards for [Organization Name] (the "Organization"). Its purpose is to protect the confidentiality, integrity, and availability of the Organization's information, systems, technology resources, operational technology, and services; support continuity of governmental operations; and establish procedures for cybersecurity preparedness, incident response, recovery, required notifications, records protection, and accountability.

This policy is intended to support compliance with applicable federal and Florida requirements, including the Florida Local Government Cybersecurity Act, Fla. Stat. § 282.3185; ransomware incident requirements in Fla. Stat. § 282.3186; agency cybersecurity public-records and meeting protections in Fla. Stat. § 119.0725; the Florida Information Protection Act of 2014 (FIPA), Fla. Stat. § 501.171; applicable public-records and records-retention requirements; and, where applicable, FBI Criminal Justice Information Services (CJIS) Security Policy and Florida Department of Law Enforcement requirements.

The Organization adopts cybersecurity standards consistent with generally accepted cybersecurity best practices, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF), as required by Fla. Stat. § 282.3185(4).

Applicability
Fla. Stat. § 282.3185 defines "local government" as a county or municipality. Organizations outside that definition may use this policy as a best-practice framework but should determine separately which statutory provisions apply.

II. DEFINITIONS

Term	Definition
Authorized User	An employee, official, contractor, volunteer, vendor representative, or other person approved to access Organization information resources.
Cybersecurity Incident	An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system, operational technology, or the information it processes, stores, or transmits, or that constitutes a violation or imminent threat of violation of security policies or procedures.
CJI	Criminal Justice Information, as defined by the FBI CJIS Security Policy and applicable FDLE requirements.
Highly Sensitive Information	Information requiring heightened protection because of law, regulation, confidentiality, operational sensitivity, or risk, including CJI; confidential or exempt records; credentials; financial, medical, health-insurance, biometric, and geolocation information; and other sensitive personal information.
Information Resources	Organization-owned, leased, managed, or authorized hardware, software, networks, cloud services, operational technology, electronic communications, records, applications, accounts, data, and related technology assets.
Operational Technology	Hardware and software that causes or detects change through direct monitoring or control of physical devices, systems, processes, or events.
Personal Information	Information within Fla. Stat. § 501.171, including qualifying combinations of names with specified identifiers; medical or health-insurance information; biometric data; geolocation information; and a user name or e-mail address with credentials permitting access to an online account, subject to statutory exclusions.

Term	Definition
Ransomware Incident	A cybersecurity incident involving malicious software or activity designed to block access to systems or data or otherwise extort payment or compliance in exchange for restoration, nondisclosure, or other action.
Remote Access	Access to Organization systems or data from a location or network not directly controlled by the Organization.
Third Party	A vendor, consultant, contractor, managed service provider, cloud provider, business partner, or other external entity that accesses, stores, processes, transmits, or supports Organization information or systems.

III. GOVERNANCE AND RESPONSIBILITIES

A. Executive Responsibility

[Responsible Official / Administrator] is responsible for executive oversight of this policy and shall ensure that appropriate personnel, vendors, and resources are designated to administer the Organization's cybersecurity program.

B. Information Technology / Security Function

- Maintain and implement technical safeguards, secure configurations, monitoring, backups, recovery capabilities, and cybersecurity procedures.
- Maintain an inventory of critical systems, services, data repositories, network and operational-technology infrastructure, and responsible owners.
- Coordinate cybersecurity risk assessments, remediation, incident response, testing, and required reporting.
- Maintain current emergency, statutory, law-enforcement, insurance, and vendor notification contacts.
- Coordinate with legal counsel, records management, law enforcement, cyber insurance, vendors, and other stakeholders as appropriate.
- Maintain evidence of the Organization's adoption of cybersecurity standards and required notifications to the Florida Digital Service.

C. Department Heads and Supervisors

Department heads and supervisors shall authorize access based on job responsibilities, promptly report personnel changes, identify critical systems and records, support required training, and ensure personnel follow this policy.

D. Users

Users are responsible for protecting credentials, using Organization resources only for authorized purposes, completing required training, complying with security controls, and immediately reporting suspected security events, phishing, lost devices, unauthorized access, or other incidents.

IV. ACCEPTABLE USE AND PROHIBITED ACTIVITIES

Organization information resources shall be used primarily for authorized governmental business. Limited incidental personal use may be permitted when authorized and when it does not interfere with operations, create security risk, violate law or policy, or result in significant cost.

- Attempting unauthorized access, privilege escalation, credential theft, password cracking, security-control bypass, or tampering with systems, logs, software, or configurations.

- Introducing malicious code or intentionally disabling endpoint protection, monitoring, filtering, patching, logging, encryption, or other security controls.
- Installing unauthorized software, browser extensions, remote-access tools, cloud-sync tools, applications, or hardware.
- Using another person's credentials or sharing credentials except through an approved credential-management process for authorized service accounts.
- Using Organization systems for unlawful, harassing, threatening, discriminatory, obscene, fraudulent, or unauthorized commercial activity.
- Copying, transmitting, storing, or disclosing confidential, exempt, sensitive, copyrighted, licensed, or proprietary information without authorization.
- Connecting unauthorized equipment or removable media to Organization networks or systems.
- Forwarding Organization information to personal accounts or unapproved cloud services when not specifically authorized.

V. INFORMATION OWNERSHIP, PRIVACY, PUBLIC RECORDS, AND RETENTION

Information created, received, processed, transmitted, or stored using Organization resources in the course of public business is an Organization resource and may be subject to inspection, retention, disclosure, audit, litigation hold, public-records requirements, confidentiality or exemption provisions, or other legal obligations. Users should have no expectation of personal privacy in Organization systems except as provided by law.

Security controls such as encryption, passwords, labels, or deletion do not eliminate the Organization's lawful right or obligation to access, preserve, review, protect, withhold, or produce information. Records shall be retained and disposed of in accordance with applicable Florida records-retention schedules, legal holds, and Organization procedures.

Cybersecurity and technology records shall be reviewed for applicable confidentiality and public-records exemptions before disclosure. Personnel shall not disclose information protected by Fla. Stat. § 119.0725 or another applicable exemption without authorization and appropriate legal or records review.

VI. ACCESS CONTROL AND IDENTITY MANAGEMENT

A. Least Privilege and Authorization

Access shall be granted only for legitimate business need, approved by an authorized supervisor or system/data owner, and limited to the minimum privileges reasonably necessary. Access rights shall be reviewed periodically and at least annually for sensitive systems or privileged access.

B. Unique Accounts

Users shall be assigned unique accounts. Shared user accounts are prohibited except for specifically authorized technical or service-account purposes with documented compensating controls. Accounts of separated personnel shall be disabled promptly. Generic accounts shall be avoided and documented where technically necessary.

C. Multi-Factor Authentication

- MFA shall be required for remote access to Organization systems and cloud services where technically supported.
- MFA shall be required for privileged, administrative, security, and other high-risk accounts where technically supported.
- MFA should be required for access to sensitive applications and data based on risk and applicable legal or regulatory requirements.

- Phishing-resistant authentication methods should be preferred for privileged and high-risk access when feasible.

D. Passwords and Authentication

Authentication requirements shall align with current NIST guidance, applicable CJIS requirements, vendor capabilities, and Organization risk. Passwords shall be sufficiently long, screened against known compromised or common passwords where supported, protected from disclosure, and changed promptly when compromise is suspected or known. Routine forced password changes shall be used only when required by an applicable standard, system constraint, or documented risk decision. Organization-approved password managers may be used to generate and store unique credentials.

E. Privileged and Service Accounts

Privileged access shall use separate administrative credentials when feasible. Service accounts shall be documented, assigned an owner, restricted in scope, protected by strong credentials or managed identities, and reviewed periodically. Emergency or break-glass accounts shall be tightly controlled, monitored, and tested.

VII. ENDPOINT, NETWORK, SYSTEM, AND OPERATIONAL-TECHNOLOGY SECURITY

- Supported anti-malware or endpoint detection and response protection shall be deployed on applicable endpoints and servers and configured for automatic updates and centralized monitoring where feasible.
- Firewalls, segmentation, secure configuration, and boundary protections shall be used based on risk, including additional segmentation for public safety, CJI, payment, critical infrastructure, operational technology, and other sensitive environments as applicable.
- Operating systems, applications, firmware, network devices, and operational-technology components shall receive security updates and patches in a risk-based and timely manner. Unsupported or end-of-life products shall be upgraded, isolated, replaced, or subject to documented compensating controls.
- Administrative interfaces and management services shall not be exposed to the public Internet unless specifically approved and protected by appropriate safeguards.
- Portable devices and laptops storing or accessing sensitive information shall use encryption where technically feasible and appropriate.
- Unauthorized software and services shall be restricted through technical or administrative controls.

VIII. SECURITY LOGGING AND MONITORING

Critical systems and security tools shall generate and retain logs appropriate to their risk and capability. Logs should capture authentication activity, administrative actions, significant configuration changes, security events, access to sensitive systems, and other information necessary for investigation and accountability.

Security logs shall be protected from unauthorized alteration or deletion and reviewed or monitored at a frequency appropriate to system criticality and applicable requirements. Systems containing CJI shall meet applicable CJIS logging, retention, and review requirements.

IX. BACKUP, RECOVERY, AND RESILIENCE

- Critical systems and data shall be backed up on a schedule appropriate to established recovery point objectives (RPOs).

- Backups shall include protections against unauthorized modification, deletion, ransomware, and credential compromise. Offline, immutable, logically isolated, or otherwise protected backup copies should be maintained where appropriate.
- Backups shall be tested periodically to verify integrity and recoverability.
- Recovery procedures for critical systems shall be documented and tested.
- Backup locations, methods, and dates shall be documented and readily available to support mandatory incident reporting under Fla. Stat. § 282.3185.

X. CYBERSECURITY TRAINING AND AWARENESS

The Organization shall comply with the training requirements of Fla. Stat. § 282.3185(3). Required local-government cybersecurity training shall use the basic and advanced cybersecurity training curricula developed by the Florida Digital Service, as applicable, or an authorized delivery of those curricula. Training completion shall be documented and retained in accordance with applicable records requirements.

Population	Minimum Requirement
All employees with access to the Organization network	Complete basic cybersecurity training within 30 days after commencing employment and annually thereafter.
Technology professionals and employees with access to highly sensitive information	Complete advanced cybersecurity training within 30 days after commencing employment and annually thereafter.
Personnel with access to CJI	Complete all applicable FBI CJIS/FDLE security-awareness training in addition to Florida local-government training requirements.
Incident-response personnel	Receive role-appropriate periodic incident-response training and participate in exercises as appropriate.

The Organization may supplement required training with phishing simulations, targeted security awareness, policy acknowledgments, and role-based training based on risk.

XI. THIRD-PARTY AND VENDOR SECURITY

Third parties shall be granted only the access necessary to perform authorized services. Security obligations shall be addressed in procurement documents, contracts, statements of work, or service agreements as appropriate to the risk.

- Confidentiality and protection of Organization data.
- MFA and secure remote-access requirements where applicable.
- Prompt notification of suspected or confirmed incidents affecting Organization data or systems, including information needed for the Organization to meet statutory deadlines.
- Cooperation with forensic investigation, containment, recovery, notification, public-records review, and preservation requirements.
- Data ownership, return, retention, deletion, and sanitization at termination.
- Background screening or CJIS requirements where applicable.
- Subcontractor and cloud-provider security responsibilities.
- Requirements to maintain supported software and reasonable cybersecurity controls.
- Contractual notification timelines that are shorter than applicable statutory deadlines where needed to allow the Organization to meet its own legal obligations.

XII. INCIDENT RESPONSE PROGRAM

A. Immediate Reporting

All users and third parties shall immediately report suspected cybersecurity incidents, ransomware, phishing, account compromise, malicious activity, unauthorized access, loss or theft of devices, suspected disclosure of confidential or exempt information, or material system disruptions to [Incident Reporting Contact / IT Service Desk] and, when appropriate, their supervisor. Users shall not independently erase evidence, negotiate with threat actors, or attempt destructive remediation unless directed by authorized incident-response personnel.

B. Incident Response Team

The Organization shall maintain an Incident Response Team (IRT) or equivalent response structure. Membership may include executive management, information technology/security, legal counsel, records management/public information, finance, risk management/insurance, law enforcement, department leadership, and external technical specialists as appropriate.

C. Response Lifecycle

- Preparation
- Detection and analysis
- Containment
- Eradication
- Recovery
- Post-incident activity and lessons learned

Evidence shall be preserved in a manner that supports forensic analysis, legal requirements, public-records obligations, and chain-of-custody needs. Incident actions, decisions, timestamps, communications, and affected systems shall be documented.

XIII. FLORIDA CYBERSECURITY INCIDENT CLASSIFICATION

For Florida statutory reporting, cybersecurity incidents shall be classified using the severity levels incorporated by Fla. Stat. §§ 282.318(3)(c)9.a. and 282.3185. The Organization may use additional internal priority classifications, but internal classifications shall not replace or delay the statutory severity determination.

Severity	General Statutory Description	§ 282.3185
5 - Emergency	Imminent threat to wide-scale critical-infrastructure services, government security, or residents' lives.	Mandatory
4 - Severe	Likely significant impact to public health or safety, government security, economic security, or civil liberties.	Mandatory
3 - High	Likely demonstrable impact to public health or safety, government security, economic security, civil liberties, or public confidence.	Mandatory
2 - Medium	May impact public health or safety, government security, economic security, civil liberties, or public confidence.	May be reported
1 - Low	Unlikely to impact public health or safety, government security, economic security, civil liberties, or public confidence.	May be reported

XIV. FLORIDA MANDATORY INCIDENT NOTIFICATION

CRITICAL DEADLINES
All ransomware incidents must be reported as soon as possible but no later than 12 hours after discovery. Severity Level 3, 4, or 5 cybersecurity incidents must be reported as soon as possible but no later than 48 hours after discovery. Do not wait for the investigation to be complete before satisfying the reporting deadline.

In accordance with Fla. Stat. § 282.3185(5), required reports shall be provided to all of the following:

- Florida Cybersecurity Operations Center;
- Cybercrime Office of the Florida Department of Law Enforcement (FDLE); and
- The sheriff having jurisdiction over the local government.

Severity Level 1 or 2 cybersecurity incidents may also be reported to these entities. Current reporting methods and contact information shall be maintained in Appendix A or an approved incident-response contact sheet.

Required Report Content

The statutory notification shall include, at a minimum:

1. A summary of the facts surrounding the cybersecurity or ransomware incident.
2. The date on which the Organization most recently backed up its data; the physical location of the backup if the backup was affected; and whether the backup was created using cloud computing.
3. The types of data compromised.
4. The estimated fiscal impact of the incident.
5. For a ransomware incident, the details of the ransom demanded.
6. A statement requesting or declining assistance from the Cybersecurity Operations Center, FDLE Cybercrime Office, or sheriff having jurisdiction.

After-Action Report

In accordance with Fla. Stat. § 282.3185(6), the Organization shall submit an after-action report to the Florida Digital Service within one week after remediation of a cybersecurity incident or ransomware incident. The report shall summarize the incident, its resolution, and insights gained, using current Florida Digital Service guidelines and processes.

XV. RANSOMWARE

The Organization shall immediately activate its incident-response process upon suspected ransomware activity and prioritize life safety, public safety, preservation of evidence, containment, continuity of operations, recovery, and required notifications.

Florida Prohibition
Under Fla. Stat. § 282.3186, a county or municipality experiencing a ransomware incident may not pay or otherwise comply with a ransom demand. No employee, official, contractor, insurer, vendor, or agent is authorized to make or facilitate a ransom payment or otherwise comply with a ransom demand on behalf of the Organization.

No person shall communicate or negotiate with a threat actor on behalf of the Organization except as specifically authorized by executive management and legal counsel for lawful incident-response purposes that do not violate Fla. Stat. § 282.3186.

XVI. PERSONAL INFORMATION BREACH RESPONSE (FIPA)

The Organization shall evaluate incidents involving personal information under Fla. Stat. § 501.171 (Florida Information Protection Act of 2014) and other applicable breach-notification laws. The incident-response team shall coordinate with legal counsel to determine whether statutory notice is required and to preserve documentation supporting that determination.

- Take reasonable measures to protect and secure electronic personal information.
- Treat "personal information" in accordance with the current statutory definition, including qualifying biometric and geolocation information and online-account credentials.
- For a qualifying breach affecting 500 or more individuals in Florida, provide notice to the Florida Department of Legal Affairs as expeditiously as practicable and no later than 30 days after determination of the breach or reason to believe a breach occurred, subject to statutory provisions.
- Provide notice to affected individuals as expeditiously as practicable and without unreasonable delay, generally no later than 30 days after determination of the breach or reason to believe a breach occurred, subject to an authorized law-enforcement delay, statutory waiver, or other applicable provision.
- When relying on a determination that individual notice is not required because the breach has not and will not likely result in identity theft or other financial harm, document the determination in writing, maintain it for at least five years, and provide it to the Department of Legal Affairs within 30 days after the determination.
- If circumstances require notice to more than 1,000 individuals at one time, notify without unreasonable delay all nationwide consumer reporting agencies specified by Fla. Stat. § 501.171(5) of the timing, distribution, and content of the notices.
- Require third-party agents handling Organization personal information to notify the Organization as expeditiously as practicable and no later than 10 days after the third party determines a breach occurred or has reason to believe it occurred, and to provide all information needed for the Organization to comply with its notice obligations.
- Where substitute notice is used, ensure the statutory conditions and methods are satisfied.
- Preserve required documentation, notice copies, investigation materials, and supporting decisions in accordance with law and applicable retention requirements.

Coordination
A single incident may trigger both Fla. Stat. § 282.3185 cybersecurity reporting and Fla. Stat. § 501.171 breach notification. Compliance with one does not automatically satisfy the other.

XVII. CYBERSECURITY INFORMATION, PUBLIC RECORDS, AND EXEMPT MEETINGS

The Organization shall protect cybersecurity information that is confidential and exempt from public disclosure under Fla. Stat. § 119.0725 and other applicable laws. Records custodians, information technology personnel, incident-response personnel, legal counsel, and other responsible officials shall coordinate before releasing cybersecurity-related records.

Subject to the statutory conditions, protected categories include:

- Information relating to critical infrastructure.
- Cybersecurity incident information reported pursuant to Fla. Stat. § 282.318 or § 282.3185.
- Network schematics, hardware and software configurations, encryption information, and information identifying cybersecurity incident detection, investigation, or response practices when disclosure could facilitate unauthorized access, modification, disclosure, or destruction.

- Processes or practices designed to protect data, information, information technology, or operational technology when disclosure could facilitate unauthorized access, modification, disclosure, or destruction.
- Protected portions of cybersecurity risk assessments, evaluations, audits, and other cybersecurity-program reports.
- Login credentials.
- Internet protocol addresses, geolocation data, and other statutorily protected information describing the location, computer, system, or network used to access a public-facing portal, including associated access dates and times.
- Sensitive agency-produced data-processing software.
- Insurance and self-insurance coverage limits and deductibles and other qualifying risk-mitigation coverages acquired to protect information technology, operational technology, or data.

A portion of a public meeting that would reveal information made confidential and exempt by Fla. Stat. § 119.0725 may be exempt from the open-meetings requirement as provided by that statute. Any exempt portion shall not be conducted off the record; it must be recorded and transcribed, and the recording and transcript shall be protected as required by law.

Confidential and exempt information may be disclosed to entities authorized by Fla. Stat. § 119.0725 and may be disclosed by the Organization in furtherance of its official duties and responsibilities as permitted by law. The Organization may report information about cybersecurity incidents in the aggregate.

Records Handling
Cybersecurity confidentiality should be treated as a legal records-handling requirement, not as a reason to delete records. Retention and disposition remain governed by applicable records schedules, legal holds, and other law.

XVIII. DATA SANITIZATION, DESTRUCTION, AND DISPOSAL

Data and media shall be sanitized before reuse, transfer, return, recycling, or disposal using methods appropriate to the media and data sensitivity. The Organization shall follow the current version of NIST Special Publication 800-88, Guidelines for Media Sanitization, or its successor, where applicable.

Method	Use
Clear	Logical techniques that protect against simple non-invasive data recovery.
Purge	Physical or logical techniques that make recovery infeasible using state-of-the-art laboratory techniques.
Destroy	Physical destruction that renders the media unusable and data recovery infeasible.

Sanitization and disposal activities involving sensitive media shall be documented as appropriate, including asset or media identification, date, method, responsible party, and verification or certificate of destruction. Disposal of personal information shall also comply with Fla. Stat. § 501.171 and applicable records-retention requirements.

XIX. DISASTER RECOVERY AND CONTINUITY

A. Business Impact and Recovery Objectives

The Organization shall identify critical systems, applications, dependencies, operational technology, and data and establish reasonable recovery time objectives (RTOs) and recovery point objectives (RPOs). A business impact analysis should be reviewed periodically and after material changes.

B. Recovery Planning

- Documented recovery procedures shall be maintained for critical systems and services.
- Alternate communications, facilities, connectivity, vendors, equipment, and processing options shall be considered based on risk.
- Recovery plans shall account for loss of identity systems, Internet connectivity, cloud services, telecommunications, public safety systems, operational technology, and administrative systems as applicable.
- Plans shall define who may activate recovery procedures and how stakeholders are notified.

C. Testing

Disaster recovery and continuity capabilities shall be exercised periodically through tabletop exercises, restoration tests, technical recovery tests, or other methods appropriate to system criticality. Results, gaps, and corrective actions shall be documented.

XX. RISK MANAGEMENT, STANDARDS, AND POLICY MAINTENANCE

The Organization shall periodically assess cybersecurity risk and prioritize remediation based on threat likelihood, potential impact, legal requirements, system criticality, and available resources. Material exceptions to this policy shall be documented, risk-accepted by an authorized official, assigned compensating controls where appropriate, and reviewed periodically.

This policy shall be reviewed at least annually and when significant legal, regulatory, operational, organizational, or technology changes occur. The Organization shall maintain evidence of its adoption of cybersecurity standards consistent with generally accepted best practices, including the NIST Cybersecurity Framework, and shall notify the Florida Digital Service of compliance with Fla. Stat. § 282.3185(4) as required.

Local Government Cybersecurity Protection Program

The Organization may evaluate eligibility for cybersecurity commodities, services, grants, contracts, and related assistance available through the Local Government Cybersecurity Protection Program established by Fla. Stat. § 282.31855. Participation in such a program does not replace the Organization's independent responsibility to comply with applicable cybersecurity, incident-reporting, records, and breach-notification requirements.

XXI. ENFORCEMENT

Violations of this policy may result in suspension or revocation of access, disciplinary action, contract remedies, referral to law enforcement, or other action consistent with applicable law, contracts, collective bargaining agreements, personnel rules, and Organization policy.

XXII. REFERENCES

- Fla. Stat. § 119.0725 - Agency cybersecurity information; public records exemption; public meetings exemption.

- Fla. Stat. § 282.318 - Cybersecurity, including statutory incident severity levels incorporated by § 282.3185.
- Fla. Stat. § 282.3185 - Local Government Cybersecurity Act.
- Fla. Stat. § 282.31855 - Local Government Cybersecurity Protection Program.
- Fla. Stat. § 282.3186 - Ransomware incident compliance.
- Fla. Stat. § 501.171 - Security of confidential personal information (Florida Information Protection Act of 2014).
- NIST Cybersecurity Framework (current version).
- NIST Special Publication 800-88, Guidelines for Media Sanitization (current version or successor).
- FBI Criminal Justice Information Services (CJIS) Security Policy, when applicable.
- Applicable Florida public-records, records-retention, emergency-management, and other legal requirements.

APPENDIX A - INCIDENT NOTIFICATION CONTACTS

Complete and verify this appendix before adoption. Contact information and reporting methods should be reviewed at least annually and after personnel or reporting-process changes.

Entity / Role	Current Contact / Reporting Method
Organization Incident Reporting / IT	[Phone / Email / Ticketing Method]
Organization Administrator / Executive	[Name / Phone / Email]
Organization Legal Counsel	[Name / Phone / Email]
Florida Cybersecurity Operations Center	[Current official reporting method / contact]
FDLE Cybercrime Office	[Current official reporting method / contact]
Sheriff Having Jurisdiction	[Agency / current reporting contact]
Cyber Insurance / Breach Counsel	[Carrier / policy / hotline]
Managed IT / Security Provider	[Provider / 24x7 contact]
Public Information / Communications	[Name / Phone / Email]

APPENDIX B - FLORIDA INCIDENT REPORTING CHECKLIST

Item	Completion / Notes
Discovery date/time	______________________
Incident severity (1-5)	______________________
Ransomware?	Yes / No
48-hour deadline (Level 3-5)	______________________
12-hour ransomware deadline	______________________
Florida Cybersecurity Operations Center notified	Date/Time: ______________
FDLE Cybercrime Office notified	Date/Time: ______________
Sheriff having jurisdiction notified	Date/Time: ______________
Summary of facts prepared	Yes / No
Most recent backup date documented	______________________

Item	Completion / Notes
Backup location/impact/cloud status documented	Yes / No
Types of data compromised documented	Yes / No
Estimated fiscal impact documented	Yes / No
Ransom details documented, if applicable	Yes / No / N/A
Assistance requested/declined documented	Yes / No
FIPA § 501.171 analysis completed	Yes / No / N/A
FIPA 500+ Department notice evaluated	Yes / No / N/A
FIPA >1,000 credit-reporting notice evaluated	Yes / No / N/A
No-harm determination retained 5 years, if used	Yes / No / N/A
§ 119.0725 confidentiality review completed	Yes / No / N/A
After-action report due date	___________________________
Florida Digital Service after-action report submitted	Date: _________________

APPENDIX C - ADOPTION AND ACKNOWLEDGMENT

Adopted by [Organization Name] on ____________________ by [resolution / ordinance / administrative approval] number ____________________, as applicable.

Authorized Official: ____

Title: ____

Signature: ____________________________________ Date: ___________

APPENDIX D - IMPLEMENTATION CHECKLIST

Implementation Item	Status / Notes
Complete all bracketed organization fields	____________________________
Verify statutory incident-reporting contacts	____________________________
Identify sheriff having jurisdiction	____________________________
Document Florida Digital Service standards-compliance notification	____________________________
Confirm required basic and advanced cybersecurity training process	____________________________
Confirm records custodian process for § 119.0725 protected records	____________________________
Confirm legal review of FIPA breach-notification procedure	____________________________
Confirm vendor contracts support statutory notification deadlines	____________________________
Confirm incident-response and after-action reporting workflow	____________________________
Confirm ransomware payment prohibition communicated to insurer/vendors	____________________________
Approve policy through applicable local process	____________________________

Implementation Item	Status / Notes
Schedule annual review	___________________________

BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this "**Order**") is entered into as of the "**Effective Date**" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("**BS&A**") and the "**Customer**" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". The Parties hereby agree as follows:

Customer Name: Seminole Improvement District, Palm Beach County FL	**Sponsor Contact**:
Billing Address:	**Sponsor Phone**:
Accounts Payable Email:	**Sponsor Email**:

Platform and Fee Information

Effective Date: [__]	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"**Initial Subscription Period**": [Five (5) years]	**Subscription Fees**: $19,030 payable [annually].
The "**Initial Subscription Period**" shall begin the at the earlier date of activation of module(s) on Customer's site or; • One (1) year after the Effective Date for any new software modules • Six (6) months after the Effective Date for any software modules upgrading from BS&A's .NET Platform	
Professional Services (if any): $59,325	**Service Fees (if any)**:
Other Customer Terms:	

The Customer Agreement (the "**Agreement**"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "**Terms and Conditions**"); and (iv) the Pricing Sheet attached to this Order (the "**Pricing Sheet**").

BS&A SOFTWARE, LLC	**SEMINOLE IMPROVEMENT DISTRICT, FL**
______________________________	______________________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

EXHIBIT A

CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 "**Authorized User**" means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 "**BS&A IP**" means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 "**Business Contact Data**" means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 "**Documentation**" means Company's end user documentation relating to the Platform, including any user guides.

1.6 "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 "**Order**" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 "**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 "**Platform**" 'has the meaning set forth on the Order.

1.10 "**Professional Services**" means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 "**Subscription Period**" means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform plus any Renewal Subscription Period(s).

1.12 "**Third-Party Products**" means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 "**Usage Data**" means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 "**Usage Limitations**" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase is limited to the greater of: (i) seven percent (7%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current year, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for twenty (20) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for up to two (2) additional successive one year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) either Party may terminate this Agreement upon the expiration of the then-current term by providing written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

(e) If customer cannot appropriate, or otherwise make available funds sufficient to fulfill the Agreement, customer may unilaterally terminate this Agreement with thirty (30) days advance written notice to BS&A.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B

PRICING SHEET

(Based on Quote 3868 dated 8/19/2026)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - *Annual Fee*

Financial Management		
GL-General Ledger		$3,485.00
AP-Account Payable		$2,840.00
CR-Cash Receipting		$3,165.00
AR-Account Receivables		$2,650.00
	Total	$12,140.00
BS&A Online		
BSAO-PRS + Online Bill Pay		$1,850.00
	Total	$1,850.00
Utility Billing		
UB -Utility Billing		$5,040.00
	Total	$5,040.00
	Subtotal	**$19,030.00**

Data Conversions/Database Setup

GL-Manual-Database Setup Chart of Accounts/Balances/Budget as of a Specified Date. Each additional year of 'history' balances to be setup will be an additional $1000	$3,675.00
AP-Manual-Database Setup Vendor Master File	$2,450.00
CR-Manual-Database Setup Setup of Receipt Items/Tender Type	$1,225.00
AR-Manual-Database Setup Setup of Billing Items, Penalties	$2,450.00

UB-Conversion-Minol Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	$8,000.00
Total	**$17,800.00**

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

Total **$17,025.00**

Implementation and Training

- *$1,225/day*
- *Days quoted are estimates; you are billed for actual days used*
- *Training days quoted/billed in full day increments only*

Services include:

- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Training and Go-Live*

Setup Days

ITS Setup - FM	Setup Days: 1	$1,225.00
ITS Setup – UB	Setup Days: 1	$1,225.00
	Total Setup Days: 2	Subtotal: $2,450.00

Implementation and Training Days

ITS Training - FM	Training Days: 8	$9,800.00
ITS Training - UB	Training Days: 10	$12,250.00
	Total Training Days: 18	Subtotal: $22,050.00
	Total Days: 20	**Total: $24,500.00**

Cost Totals

Cloud New Purchase – *Annual Fee*	Subtotal	$19,030.00
Data Conversion/Database Setup	Subtotal	$17,800.00
Project Management and Implementation Planning	Subtotal	$17,025.00
Implementation and Training	Subtotal	$24,500.00
Total Proposed		**$78,355.00**

The final invoice will reflect actual expenses following the completion of training activities based on the guidelines described below.

$160/$185/$225 per day hotel, varies by state
$90 per day car rental
$70 per day meals
$730 per trip airfare/related expenses
$0.725/mile round trip for drive distance

Payment Schedule

1st Payment:	**$34,825** to be invoiced upon execution of this agreement.
2nd Payment:	**$19,030** to be invoiced upon the subscription start date.
3rd Payment:	**$24,500** to be invoiced upon completion of training.

Covered Party:	Seminole Improvement District
Effective Date:	10/1/2026

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Coverage & Premium Comparison

	2025/2026			2026/2027			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2025/2026**	**2026/2027**
Property:								
Preferred Gov't Insurance Trust								
Blanket Buildings & Contents	$9,621,400	$5,000	$ 57,254	$12,344,676	$5,000	$ 65,052	Property	
Equipment Breakdown	$9,621,400	$5,000		$12,344,676	$5,000		Exposure	$ 2,723,276
Excess Flood	Not Included	N/A		Not Included	N/A		Difference	28.30%
Earthquake	Not Included	N/A		Not Included	N/A			
Terrorism	Not Included	N/A		Not Included	N/A		Premium	$ 7,798
Named Windstorm	$9,621,400	5%, minimum $35,000		$12,344,676	5%, minimum $35,000		Difference	13.62%
Additional Expense	$1,000,000	$5,000		$1,000,000	$5,000			
Business Income	$500,000	$5,000		$1,000,000	$5,000			
Errors & Omissions	$250,000	$5,000		$500,000	$5,000			
Demolition & Increased Cost of Construction	$500,000	$5,000		$1,000,000	$5,000			
Inland Marine:							Inland Marine	
Unscheduled Blanket Inland Marine	$65,000	$1,000	$ 209	$1,000,000	$1,000	$ -	$65,000	$1,000,000
Communications Equipment	Included in Blanket	$1,000		Included in Blanket	$1,000			
Contractor's / Mobile Equipment	Included in Blanket	$1,000		Included in Blanket	$1,000		Exposure	$ 935,000
Electronic Data Processing	Included in Blanket	$1,000		Included in Blanket	$1,000		Difference	1438.46%
Emergency Services Portable Equip	Included in Blanket	$1,000		Included in Blanket	$1,000			
Fine Arts	Included in Blanket	$1,000		Included in Blanket	$1,000		Premium	$ (209)
Other Inland Marine	Included in Blanket	$1,000		Included in Blanket	$1,000		Difference	-100.00%
Rented Borrowed Leased Equipment	Not Included	$1,000		Included in Blanket	$1,000			
Valuable Papers	Included in Blanket	$1,000		Included in Blanket	$1,000			
Watercraft	Not Included	N/A		Not Included	N/A			
		Sub-Total	**$ 57,463**		**Sub-Total**	**$ 65,052**		
General Liability:								
Preferred Gov't Insurance Trust								
General Liability	$1,000,000	$0	$ 3,082	$1,000,000	$0	$ 3,234		
Employee Benefits	$1,000,000	$0		$1,000,000	$0			
Deadly Weapon Protection	$1,000,000	$0	Included	$1,000,000	$0	Included		
							Premium	$ (3,082)
		Sub-Total	**$ 3,082**		**Sub-Total**		Difference	-100.00%
Automobile:							**Vehicles**	
Preferred Gov't Insurance Trust							1	1
Auto Liability	$1,000,000	$0	$ 1,132	$1,000,000	$0	$ 1,154	**TIV**	
Uninsured Motorist	Rejected	N/A		Rejected	N/A		$16,500	$16,500
Comprehensive/Collision	Symbol 7,8	$1,000 / $1,000	$ 509	Symbol 7,8	$1,000 / $1,000	$ 542	Exposure	0.00%
Hired Physical Damage	$35,000	$1,000		$35,000	$1,000		Difference	0.00%
Medical Payments	Not Included	N/A		Not Included	N/A			
							Premium	$ 55
		Sub-Total	**$ 1,641**		**Sub-Total**	**$ 1,696**	Difference	3.35%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2025/2026			2026/2027			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2025/2026**	**2026/2027**
Public Officials:								
Preferred Gov't Insurance Trust								
Public Officials Liability	$3,000,000 / No Agg	$15,000	$ 3,943	$3,000,000 / No Agg	$15,000	$ 4,020		
Employment Practices Liability	$3,000,000 / No Agg	$15,000		$3,000,000 / No Agg	$15,000			
							Premium	$ 77
		Sub-Total	**$ 3,943**		**Sub-Total**	**$ 4,020**	Difference	1.95%
Cyber Liability								
Preferred Gov't Insurance Trust								
Cyber Liability	$2,000,000	$25,000	$ 2,443	$2,000,000	$25,000	$ 2,692		
Privacy & Security Liability	$2,000,000	$25,000		$2,000,000	$25,000			
Cyber Extortion & Ransomware	$500,000	$25,000		$1,250,000	$25,000			
							Premium	$ 249
		Sub-Total	**$ 2,443**		**Sub-Total**	**$ 2,692**	Difference	10.19%
TOTAL PREMIUM			**$ 68,572**			**$ 76,694**		

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Brown & Brown

PUBLIC SECTOR

Insurance Proposal

October 1, 2026 – October 1, 2027

SEMINOLE IMPROVEMENT DISTRICT

Table of Contents

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		
Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Stephen Scullian, CPCU, ARM Senior Vice President / Insurance Broker	(386) 239-7211	Stephen.Scullian@bbrown.com
Justin Anselmo, CRIS Senior Vice President / Insurance Broker	(386) 239-8821	Justin.Anselmo@bbrown.com
Tiffany Hill, GBDS Vice President / Client Services Leader	(386) 281-6846	Tiffany.Hill@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Vice President / Account Executive	(386) 239-4044	Robin.Russell@bbrown.com
Kyle Stoekel, ARM-P, CIC, CRM Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Devyn Donley Public Risk Advisor	(386) 239-4070	Devyn.Donley@bbrown.com
Ethan Reedy Insurance Broker	(386) 239-7264	Ethan.Reedy@bbrown.com
Victoria “Tori” Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com
Service Representatives		
Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Jessica Conway Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
Megan Feinberg Public Risk Specialist Assistant	(386) 281-6836	Megan.Feinberg@bbrown.com
Patricia “Trish” Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Mallory Colucci Public Risk & Claims Specialist	(386) 800-1164	Mallory.Colucci@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.

Public Risk Underwriters of Florida
Insurance Solutions for Public Entities

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PGCS℠ Claim Services

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.

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.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

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.

Property – Inland Marine

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
$12,344,676	Blanket Value Buildings and Contents

Special Property Coverages	
Not Included	Flood
Not Included	Earth Movement
Not Included	TRIA Terrorism

Inland Marine (Per Schedule Provided)	
$1,000,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
Included in Blanket	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
Included in Blanket	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: $5,000 per Occurrence – Buildings and Contents

5% of TIV per Occurrence / Per Location for "Named Storm" subject to minimum of $35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

$1,000 per Occurrence – Inland Marine

*****Unscheduled items are subject to a maximum value of $25,000 or less per item. Items valued above this amount must be scheduled.**

****Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.**

♦♦Unscheduled items are subject to a maximum value of $250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above $250,000 must be scheduled.

Property – Inland Marine

Coverage:

1. Special form (formerly "All Risk"), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at "Agreed Value" if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule**.** See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
    a. At the location shown on the Schedule of the Declarations,
    b. Property in the open within 1,000 feet of locations described in a. above,
    c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than $15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect. In addition, trending will be provided every 3 years to ensure adequate Replacement values are insured.**

Property – Inland Marine

Sublimits of Coverage Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
$1,000,000	Accounts Receivable, per occurrence
$1,000,000	Additional Expense
$40,000	Animals, annual aggregate
$1,000,000	Business Income
$500,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
$1,000,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
$500,000	Errors and Omissions, per occurrence
$250,000	Expediting Expense, per occurrence
$50,000	Fire Department Charges, per occurrence
$250,000	Fungus Cleanup Expense, annual aggregate
$1,000,000	Golf Course Tees to Greens
$50,000 Per Occurrence $1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
$4,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
$250,000	Personal Property of Employees, per occurrence
$250,000	Pollution Cleanup Expense, annual aggregate
$500,000	Preservation of Property, per occurrence
$50,000	Professional Fees, per occurrence
$250,000	Property at Miscellaneous Unnamed Locations
$25,000	Recertification, per occurrence
$250,000	Service Interruption Coverage, per occurrence
$500,000	Transit, per occurrence
$1,000,000	Track and Fields

Property – Inland Marine
Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the "Extensions of Coverage" section of the policy.
2. Aircraft except scheduled (on the Inland Marine statement of values as part of this Coverage Agreement) Unmanned Aerial Systems (UAS), also referred to as drones, including:
   A. Aircraft component (airframe)
   B. Attached or detachable cameras, sensors, and payload equipment
   C. Ground control stations
   D. Batteries, chargers, and operating accessories

   Provided such property is owned by the Covered Party and loss is from a **specified peril**; however, we will not pay for loss or damage caused by:
   A. Illegal or unlicensed operation of the drone
   B. Operation in violation of FAA or local aviation regulations
   C. Intentional acts
   D. Wear and tear, gradual deterioration, or mechanical breakdown (unless resulting in a covered loss)
   E. Cyber interference or hacking
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a "covered location" insured under this policy.
16. Personal property of volunteers.

Property – Inland Marine
Major Exclusions

Property **Not** Covered includes but not limited to:

17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.
19. Loss or damage to any portion of the roof, roof surfacing, awnings, or covered walkways that alters only the appearance of any portion of the roof, roof coverings, awnings or covered walkways (including but not limited to marring, pitting, scratches, or dents) but does not result in damage that allows the penetration of water through the roof covering or result in the failure of the roof covering to perform its intended function to keep out elements over an extended period of time. Roof coverings means shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof, and includes all materials used in securing the roof surface and all materials applied to or used under the roof surface for moisture protection.

Property – Inland Marine
Major Exclusions

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Date Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill
12. Earth movement, whether sudden or gradual
13. Flood

“Named Storm” Definition: “*…the direct action of wind* ***, including wind driven water and storm surge*** *when associated with or occurring in conjunction with a storm or weather disturbance which is named…*” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Equipment Breakdown

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	$12,344,676
Water Damage	$1,000,000
Ammonia Contamination	$1,000,000
Hazardous Substance Coverage	$1,500,000
Utility Interruption (24 Hour Waiting Period)	$2,000,000
Spoilage Damage	$500,000
Ordinance or Law	$1,000,000
Expediting Expenses	$1,500,000
Data or Media	$500,000
Fungus, Wet Rot, Dry Rot	$50,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

General Liability

<u>Term</u>: October 1, 2026 to October 1, 2027

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

<u>Form</u>: Occurrence

Coverage	Limit	Deductible
General Liability		
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	Not Included	
Employee Benefits Liability, per Occurrence	$1,000,000	
Sublimits		
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	

<u>Additional Coverages Included</u>:

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)

<u>Notes of Importance</u>:

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
- Perflouroalkyl and Polyflouroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Deadly Weapon Protection

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made Retroactive Date: 10/1/2019		
Coverage	**Limit**	**Deductible**
Deadly Weapon Event (Including Claims Expenses), per event	$1,000,000	$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	$0 Per Event
Demolition, Clearance, and Memorialization, per event	$250,000	
Extra Expense, per event	$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	$250,000	
Funeral Expenses, per event	$250,000	
Claims Expenses	Included	
Medical Expense, per person	$25,000	
Accidental Death & Dismemberment, per person	$50,000	

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
    - owned, leased, rented or occupied by the Covered Party.
    - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.
- Swatting and any other fictitious event of hoax.

Deadly Weapon Protection

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 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

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

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: 8/1/2011		
Per Claim	$3,000,000	$15,000 Per Claim
Employment Practices Liability Retroactive Date: 8/1/2011		
Per Claim	$3,000,000	$15,000 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services Per Employee Aggregate	 $2,500 $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” Florida Statute 70.45, Florida Statute 70.51, Florida Statute 252.422 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
- Perflouroalkyl and Polyflouroalkyl 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: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2011		
Coverage	**Limit**	**Deductible**
Policy Limit – Annual Aggregate	**$2,000,000**	**Per Below**
Third Party Liability Coverage		
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
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	$1,250,000	$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.
Cyber Crime, refer to form for sublimits – Annual Aggregate Social Engineering Financial Fraud* Funds Transfer Fraud Invoice Manipulation	**$500,000** $500,000 $500,000 $500,000	$25,000 $25,000 $25,000 $25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate Crypto Jacking Telecommunications Fraud	**$500,000** $500,000 $500,000	$25,000 $25,000 $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 or 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.
- Perflouroalkyl and Polyflouroalkyl 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 and Physical Damage

Term: October 1, 2026 to October 1, 2027

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 2 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	$1,000,000	7,8,9	$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
Physical Damage			
Comprehensive (Based on 1 Vehicle)	Per Schedule	7, 8	$1,000 per Vehicle
Collision (Based on 1 Vehicle)	Per Schedule	7, 8	$1,000 per Vehicle
Rental Coverage	$50 per day / $5,000 Aggregate		N/A
Hired Physical Car Damage	$35,000		$1,000 per Vehicle

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. If Physical Damage is a Symbol 7, newly acquired vehicles must be reported in writing within 30 days of purchase in order to be covered for physical damage.
5. 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.
6. 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.
7. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	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.
3	=	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.
4	=	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.
5	=	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.
6	=	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.
7	=	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).
8	=	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.
9	=	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.

"Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment" nor any vehicle designed for travel on public roads that is operating through use of autonomous technology without a licensed driver in position to provide active control.

Premium Recapitulation

	Annual Premium	Check Option Accept	Check Option Reject
***Preferred* Package**			
Property including Equipment Breakdown	$65,052.00	☐	☐
Inland Marine	Included	☐	☐
General Liability	$3,234.00	☐	☐
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	$4,020.00	☐	☐
Cyber Liability	$2,692.00	☐	☐
Automobile Liability	$1,154.00	☐	☐
Automobile Physical Damage	$542.00	☐	☐
Package Payment Plan:	Annual		

***Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

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.

SIGN HERE

____
(Signature)

____
(Name & Title)

____
(Date)

<u>Notes of Importance</u>:

1. Quotes provided in the proposal are valid until 10/01/2026. 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. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.

8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.

9. 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.

10. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**

11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.

12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

13. Higher limits of liability may be available. Please consult with your agent.

14. This proposal is based upon exposures to loss made known to 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.

15. **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.

Notice of Carrier Financial Status

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:	Seminole Improvement District
Line of Coverage(s):	Property/Equipment Breakdown, Inland Marine, General Liability and Employee Benefits Liability, Public Officials and Employment Practices Liability, Cyber Liability, Automobile Liability and Physical Damage, Deadly Weapon
Policy Number(s):	PK FL1 0504978 26-17 01
Policy Period(s):	10/01/2026 to 10/01/2027
Date of Notice:	8/31/2026

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

Guide to Bests Ratings		
Best Category	**Rating**	**Description**
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

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

Preferred PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party: Seminole Improvement District
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0504978 26-17 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.

SIGN HERE

Signature ______________________ **Title** ______________________
Name ______________________ **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.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party: Seminole Improvement District
Term: 10/01/2026 to 10/01/2027
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: PK FL1 0504978 26-17 01

Signature Page

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

X	**Property**	**TIV: $12,344,676 Building and Contents Combined**
X	**Inland Marine**	**Blanket Unscheduled IM: $1,000,000** **Scheduled Inland Marine: Not Included** **Total All Inland Marine: $1,000,000**
N/A	**Property TRIA (Terrorism Risk Insurance Act) coverage**	
N/A	**Crime**	
X	**General Liability**	**Ratable Payroll: Not Included**
N/A	**Law Enforcement Liability**	**Officers: Not Included**
X	**Professional Liability**	**Employees: Not Included**
X	**Automobile**	**2 Units - Auto Liability** **1 Units - Comprehensive** **1 Units – Collision**
N/A	**Stop Loss Aggregate:** **Applies to:**	**Not Included**
N/A	**Excess Workers' Compensation**	**Payroll: Not Included**
N/A	**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).**	
N/A	**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.

SIGN HERE

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. 10/01/2026 (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.

Seminole Improvement District
(Name of Local Governmental Entity)

WITNESS

______________________________ By: ______________________________ SIGN HERE
Witness Signature Signature

______________________________ ______________________________
Printed Name Printed Name

WITNESS

______________________________ Title: ______________________________
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

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 **<u>NON-ASSESSABILITY</u>.** 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 **<u>POWERS</u>.** 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 <u>**REPORTING.**</u> 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 <u>**TRUSTEES' LIABILITY.**</u> 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 <u>**RELIANCE ON COUNSEL'S OPINION.**</u> 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 thought 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 from 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 <u>**FISCAL YEAR.**</u> 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 Statues); 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