



**CAPTAIN'S KEY
DEPENDENT DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
DECEMBER 9, 2025
6:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.captainskeydd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CAPTAIN’S KEY DEPENDENT DISTRICT
The Oaks Center
2501A Burns Road
Palm Beach Gardens, Florida 33410
REGULAR BOARD MEETING
December 9, 2025
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. October 14, 2025 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Update on Road Repaving, Drainage, and other Capital Item Projects
- H. New Business
 - 1. Consider Approval of POA Maintenance Agreement.....Page 5
- I. Administrative Matters
 - 1. Financial Report.....Page 21
 - 2. Consider Invoices.....Page 25
- J. Board Member Comments
- K. Adjourn

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Daily Commercial | Ocala StarBanner
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News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Laura Archer
Captain's Key Dependent District
2501 Burns RD
Palm Beach Gardens FL 33410-5207

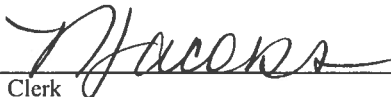
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/03/2025
WPB palmbeachpost.com 10/03/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/03/2025



Legal Clerk



Notary, State of WI, County of Brown

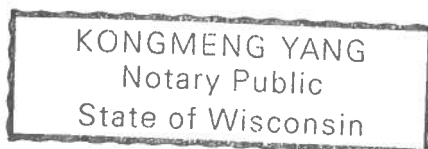
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CAPTAIN'S KEY DEPENDENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Captain's Key Community Dependent District will hold Regular Meetings at The Oaks Center at 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 6:00 p.m. on the following dates:

October 14, 2025
November 13, 2025
December 9, 2025
January 13, 2026
February 10, 2026
March 10, 2026
April 14, 2026
May 12, 2026
June 9, 2026
July 14, 2026
August 11, 2026
September 8, 2026

The purpose of the meetings is to conduct any and all business coming before the Board. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. Said meetings may be continued from time to time to a time and date certain as stated on the record.

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

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

CAPTAIN'S KEY DEPENDENT DISTRICT
www.captainskeydd.org
October 3, 2025 11699234

**CAPTAIN’S KEY DEPENDENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 14, 2025**

A. CALL TO ORDER

District Manager Jason Pierman called the October 14, 2025, Regular Board Meeting of the Captain’s Key Dependent District (the “District”) to order at 6:10 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Mr. Pierman presented proof of publication that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on September 24, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Pierman determined that the attendance of Vice Chairman Judge Moss and Supervisors Yefry Jave and Nader Salour constituted a quorum and it was in order to proceed with the meeting.

Also in attendance were: District Managers Jason Pierman and James Candela of Special District Services, Inc.

Also present was District resident, Christine Jones.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. September 9, 2025, Regular Board Meeting

Mr. Pierman presented the minutes of the September 9, 2025, Regular Board Meeting for consideration.

A **motion** was made by Mr. Salour, seconded by Mr. Moss and passed unanimously approving the minutes of the September 9, 2025, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Update on Road Repaving, Drainage and Other Capital Item Projects

Mr. Pierman noted that the drain line at the George’s property was being lined this week, permits are being submitted for the road paving and the drain work at the Mann’s property had been completed.

H. NEW BUSINESS

1. Consider QR Reader Replacement

A **motion** was made by Mr. Salour, seconded by Mr. Moss and passed unanimously approving the QR Reader replacement.

2. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2024/2025 Amended Budget

Resolution No. 2025-04 was presented, entitled:

RESOLUTION NO. 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CAPTAIN’S KEY DEPENDENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Salour, seconded by Mr. Moss and passed unanimously adopting Resolution No. 2025-04, as presented.

3. Consider Resolution No. 2025-05 – Goals and Objectives Annual Report

Resolution No. 2025-05 was presented, entitled:

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CAPTAIN’S KEY DEPENDENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Salour, seconded by Mr. Moss and passed unanimously adopting Resolution No. 2025-05, as presented.

I. ADMINISTRATIVE MATTERS

1. Financial Report

2. Consider Invoices

J. BOARD MEMBER COMMENTS

Ms. Jones noted that the POA management company had submitted a proposal to maintain the District’s assets. Mr. Salour explained that the next step was for the POA to accept the proposal and then the District can enter into a maintenance agreement with the POA.

Mr. Pierman noted that the next meeting was scheduled for November 13, 2025.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Salour, seconded by Mr. Moss and unanimously passed adjourning the Regular Board Meeting at 6:27 p.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

MAINTENANCE AGREEMENT

This Maintenance Agreement (the "Agreement") is made and entered into by and between:

CAPTAIN'S KEY DEPENDENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 189, Florida Statutes, located in Juno Beach, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

THE CAPTAIN'S KEY PROPERTY OWNERS' ASSOCIATION, a Florida not-for-profit corporation, whose mailing address is _____ (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government created by Palm Beach County Ordinance 2004-18, and existing in accordance with Chapter 189, Florida Statutes, as amended;

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Florida law, desires to delegate to the Association certain of its duties to maintain the public, District-owned improvements, which improvements are more fully described in Exhibit "A" attached hereto and made a part hereof (the "Improvements"), and the Association has agreed to provide certain maintenance services with respect to the Improvements pursuant to the terms of this Agreement.

WHEREAS, the District desires that the Association provide and fund the maintenance of the Improvements; and

WHEREAS, the District agrees to compensate the Association from funds collected through its annual maintenance assessments; and

WHEREAS, the Association has agreed to provide and fund, pursuant to the terms of the Agreement, certain maintenance services and materials.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals.

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements.

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit A, which exhibit is incorporated by reference.

3.0 Performance.

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for excess costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit B (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (1) the District; (2) South Florida Water Management District; (3) Florida Department of Environmental Protection; (4) Palm Beach County, Florida; and (5) any Florida municipality having jurisdiction thereof, either now or in the future;

(D) the Maintenance Services shall be provided by the Association without unreasonably interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvements or in the real property where each Improvements are located;

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in Sections 5.0 and 6.0 herein;

(F) the District shall provide to the Association funds equal to the annual amount assessed and collected for maintenance of the Improvements, currently \$46,250, to offset the cost to maintain the District's Improvements. Funds shall be evenly disbursed on a quarterly basis. The District may, at its sole discretion, and in collaboration with the Association, contribute to,

and or directly fund from its available reserves, portions of the maintenance costs incurred by the Association above and beyond the amount assessed for maintenance of the Improvements;

(G) District's Review of Maintenance Proposals. Within seven (7) days after Association receives a proposal for landscape and/or irrigation maintenance services that includes maintenance of the District Improvements, Association shall provide a copy of the proposal to District for review. If District objects to the proposal in any respect in writing, District shall promptly notify Association of its objections. In such event, District and Association agree to cooperate in good faith toward resolving District's objections prior to Association's acceptance of the proposal.

4.0 The Association's Responsibility for Acts of Force Majeure.

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought, or flooding.

5.0 Emergency Intervention by the District.

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of Maintenance Services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

6.0 Remedies, Default, and Specific Performance.

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with Sections 3 or 5 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District will promptly deliver to the Association written notice of the same and shall provide the Association reasonable opportunity to cure the material breach of this Agreement. However, if the Association does not cure a material breach of this Agreement within thirty (30) days after it receives the District's written notice of a material breach of this Agreement, the District, at its sole discretion and without further advance notice or additional opportunity to cure, may elect to initiate its own maintenance program or provide such

maintenance services and materials and thereby assume full control over maintenance of some or all of the Improvements; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.

(C) Discontinuation and Reimbursement by Association. At such time as the District should commence a maintenance program or provide Maintenance Services or materials for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the

alleged failure or default and afford a thirty (30) calendar day cure period, and the Association, shall have thirty (30) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

7.0 Indemnification.

(A) The Association shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Association, its agents, servants or employees arising from the Association's assumption of the Maintenance Services for the Improvements, this Agreement, or its performance. The Association and the District hereby agree and covenant that the Association has received specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

(B) The execution of this Agreement by the Association shall obligate Association to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 8 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Association to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Association.

(C) The Association acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 189, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

(D) To the extent permitted by Florida law, the District shall indemnify the Association, its officers, directors, agents, servants and employees from liability for damages to persons or property to the extent caused by the grossly negligent and reckless acts and omissions of the District in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes, as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(E) These indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

8.0 Insurance.

(A) Association shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

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

(B) Prior to performance of this Agreement, Association shall submit to District copies of its required insurance coverages, specifically providing that the **Captain's Key Dependent District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Association to the extent of the liabilities assumed by Association under this Agreement.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Association shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect.

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

(E) Insurance companies selected by Association must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified

mail, return receipt requested.

(F) The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

(H) Association understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

(I) Association shall make the District an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement, and shall insure that its agents or contractors performing Maintenance Services under the Agreement also comply with the insurance requirements of this Section 8.

9.0 Term of Agreement; Termination for Convenience.

(A) This Agreement shall take effect as of the Effective Date. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire at midnight on October 1, 2030.

(B) In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least sixty (60) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

(C) Except as otherwise permitted in this Agreement, either party may terminate this Agreement on October 1st of any subsequent year (excluding the year of the Agreement's Effective Date) but only following the delivery of written notice of such intent to terminate to the other party on or before March 1st of such year (i.e. six months prior advance notice of intent to terminate must be given to the other party).

10.0 Miscellaneous Provisions.

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO DISTRICT: **Captain's Key Dependent District**
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

AS TO ASSOCIATION: **The Captain's Key Property Owners Association**

Attention: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

10.3 Public Records:

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

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy

any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

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

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

with an unauthorized alien. The Association shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a contractor of the Association is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Association and order the Association to immediately terminate its contract with the contractor. Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

10.5 Entire Agreement: The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.6 Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.7 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.8 Controlling Law: This Agreement shall be construed under the laws of the State of Florida.

10.9 Authority: The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.10 Costs and Fees: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.11 Successors and Assignment: The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

10.12 No Third-Party Beneficiaries: This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.13 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.14 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.15 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.16 Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.17 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

10.18 Scrutinized Company Certification. Association hereby certifies that as of the date below Association is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Association further certifies that:

(A) Association is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Association was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

(B) Association understands that this Agreement may be terminated at the option of the District if Association is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

10.19 Responsible Vendor Determination. Association is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

10.20 Convicted Vendor List. Association hereby certifies that neither Association nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

12 Anti-Human Trafficking Affidavit.

Association shall provide the District with an affidavit executed by an officer or a representative of the Association under penalty of perjury attesting that the Association does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

13. Effective Date.

This Agreement shall become effective upon the date the last Party signs.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

ATTEST:

**CAPTAIN'S KEY DEPENDENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Chair / Vice Chair

9th day of December, 2025

**THE CAPTAIN'S KEY PROPERTY
OWNERS' ASSOCIATION**, a Florida not-
for-profit corporation

WITNESSES:

Print Name:

By: _____
Name: _____
Title: _____

Print Name:

Address:

_____ day of _____, 20____

EXHIBIT A
Description of Improvements

The description of improvements owned by the Captain's Key Dependent District is as follows:

- Entrance Gate System
- Security Cameras
- Surface Water Management System
- Entrance Landscaping and Irrigation
- Entrance Lighting
- Roads and Rights-of-way, including Sidewalks

EXHIBIT B
Description of Maintenance Services

Regular required maintenance of improvements belonging to the District or for which the District has maintenance responsibilities, as described in Exhibit A, including, but not limited to administration of the gate access system, including access device distribution and record keeping, as well as coordinating resident requests for access for special events and projects.

LEGAL DESCRIPTION OF THE PROPERTY

The legal description of the Captain's Key Dependent District is as follows:

The District shall encompass all land depicted on the Plat of Captain's Key in Section 33, Township 41S, Range 43E, Palm Beach County, Florida recorded in Plat Book 28, Pages 176-177 and as modified in Official Record Book 2160, Pages 340-344, Palm Beach County, Florida; less and excepting therefrom those lands replatted by the plat of Seminole Landing as recorded in Plat Book 30, Pages 35 and 36, public records of Palm Beach County, Florida.

Captain's Key Dependent District

Financial Report For October 2025

Captain's Key Dependent District
Budget vs. Actual
October 2025

	Oct 25	25/26 Budget	\$ Over Budget	% of Budget
Income				
363.100 · O & M Assessments	0.00	130,500.00	-130,500.00	0.0%
363.830 · Assessment Fees	-210.00	-2,610.00	2,400.00	8.05%
363.831 · Assessment Discounts	0.00	-5,220.00	5,220.00	0.0%
369.400 · Other Revenue	0.00	0.00	0.00	0.0%
369.989 · Carryover From Prior Year Reserve Funds	0.00	121,000.00	-121,000.00	0.0%
369.401 · Interest Income	0.00	1,440.00	-1,440.00	0.0%
Total Income	-210.00	245,110.00	-245,320.00	-0.09%
Expense				
511.310 · Engineering	0.00	1,000.00	-1,000.00	0.0%
511.311 · Management Fees	1,630.00	19,560.00	-17,930.00	8.33%
511.312 · Secretarial Fees	350.00	4,200.00	-3,850.00	8.33%
511.315 · Legal Fees	0.00	2,000.00	-2,000.00	0.0%
511.318 · Assessment/Tax Roll	0.00	2,500.00	-2,500.00	0.0%
511.320 · Audit Fees	0.00	3,700.00	-3,700.00	0.0%
511.410 · Telephone/Cable	663.00	6,800.00	-6,137.00	9.75%
511.431 · Power	65.00	800.00	-735.00	8.13%
511.432 · Irrigation Maintenance	375.00	1,300.00	-925.00	28.85%
511.433 · Landscaping Maintenance	1,350.00	16,000.00	-14,650.00	8.44%
511.435 · Gate Maintenance	542.04	11,000.00	-10,457.96	4.93%
511.437 · Water Service	154.05	6,850.00	-6,695.95	2.25%
511.439 · Gate Access Cards	0.00	1,000.00	-1,000.00	0.0%
511.440 · Security Camera	0.00	500.00	-500.00	0.0%
511.450 · Insurance	6,881.00	7,100.00	-219.00	96.92%
511.480 · Legal Advertisements	224.48	750.00	-525.52	29.93%
511.512 · Miscellaneous	0.00	200.00	-200.00	0.0%
511.513 · Postage and Delivery	0.00	100.00	-100.00	0.0%
511.514 · Office Supplies	73.05	400.00	-326.95	18.26%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	125.00	1,500.00	-1,375.00	8.33%
511.441 · Capital Items (Roads, Drains, Etc.)	71,786.70	153,650.00	-81,863.30	46.72%
512.513 · Major Trimming & New Planting	0.00	2,000.00	-2,000.00	0.0%
513.001 · Reserves	0.00	2,025.00	-2,025.00	0.0%
Total Expense	84,394.32	245,110.00	-160,715.68	34.43%
Net Income	-84,604.32	0.00	-84,604.32	100.0%

**CAPTAIN'S KEY DEPENDENT DISTRICT
MONTHLY FINANCIAL REPORT
OCTOBER 2025**

	Annual Budget 10/1/25- 9/30/26	Actual Oct-25	Year To Date Actual 10/1/25 - 10/31/25
REVENUES			
O & M ASSESSMENTS	130,500	-210	-210
OTHER REVENUES	0	0	0
INTEREST INCOME	1,440	0	0
REVENUES	\$ 131,940	\$ (210)	\$ (210)
EXPENDITURES			
ENGINEERING	1,000	0	0
MANAGEMENT	19,560	1,630	1,630
SECRETARIAL	4,200	350	350
LEGAL	2,000	0	0
ASSESSMENT ROLL	2,500	0	0
AUDIT FEES	3,700	0	0
TELEPHONE/CABLE	6,800	663	663
POWER	800	65	65
IRRIGATION MAINTENANCE	1,300	375	375
LANDSCAPE MAINTENANCE	16,000	1,350	1,350
MAJOR TRIMMING & NEW PLANTING	2,000	0	0
GATE MAINTENANCE	11,000	542	542
WATER SERVICE	6,850	154	154
SECURITY CAMERA	500	0	0
INSURANCE	7,100	6,881	6,881
LEGAL ADVERTISING	750	224	224
MISCELLANEOUS	200	0	0
POSTAGE	100	0	0
OFFICE SUPPLIES	400	73	73
DUES & SUBSCRIPTIONS	175	175	175
GATE ACCESS CARDS	1,500	0	0
WEBSITE MANAGEMENT	1,000	125	125
CAPITAL ITEMS (ROADS, DRAINS, CAMERAS)	153,650	71,787	71,787
RESERVES	2,025	0	0
TOTAL EXPENDITURES	\$ 245,110	\$ 84,394	\$ 84,394
EXCESS OR (SHORTFALL)	\$ (113,170)	\$ (84,604)	\$ (84,604)
COUNTY APPRAISER & TAX COLLECTOR FEE	(2,610)	0	0
DISCOUNTS FOR EARLY PAYMENTS	(5,220)	0	0
EXCESS/ (SHORTFALL)	\$ (121,000)	\$ (84,604)	\$ (84,604)
CARRYOVER FROM PRIOR YEAR RESERVE FUNDS	121,000	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (84,604)	\$ (84,604)

Bank Balance As Of 10/31/25	\$ 195,544.52
Accounts Payable As Of 10/31/25	\$ 77,513.32
Accounts Receivable As Of 10/31/25	\$ 1,227.12
Reserve Funds As Of 10/31/25	\$ -
Available Funds As Of 10/31/25	\$ 119,258.32

Captain's Key Dependent District
Balance Sheet
As of October 31, 2025

	Operating Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS				
Current Assets				
Checking/Savings	195,544.52	0.00	0.00	195,544.52
Bank Account	195,544.52	0.00	0.00	195,544.52
Total Checking/Savings				
Total Current Assets	195,544.52	0.00	0.00	195,544.52
Other Assets				
Accounts Receivable	1,227.12	0.00	0.00	1,227.12
Roadways	0.00	67,400.00	0.00	67,400.00
Gate System	0.00	164,326.00	0.00	164,326.00
Gate System Improvements	0.00	36,577.00	0.00	36,577.00
Depreciation - Roadways	0.00	-43,816.00	0.00	-43,816.00
Depreciation - Gate System	0.00	-174,078.00	0.00	-174,078.00
Amount To Be Provided	0.00	0.00	0.00	0.00
Total Other Assets	1,227.12	50,409.00	0.00	51,636.12
TOTAL ASSETS	196,771.64	50,409.00	0.00	247,180.64
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	77,513.32	0.00	0.00	77,513.32
Accounts Payable	77,513.32	0.00	0.00	77,513.32
Total Accounts Payable				
Total Current Liabilities	77,513.32	0.00	0.00	77,513.32
Long Term Liabilities				
Due To Captain's Key HOA	0.00	0.00	0.00	0.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00
Total Liabilities	77,513.32	0.00	0.00	77,513.32
Equity				
Retained Earnings	203,862.64	-217,894.00	0.00	-14,031.36
Net Income	-84,604.32	0.00	0.00	-84,604.32
Reserve Funds	0.00	0.00	0.00	0.00
Current Year Depreciation	0.00	0.00	0.00	0.00
Investment In Gen Fixed Assets	0.00	268,303.00	0.00	268,303.00
Total Equity	119,258.32	50,409.00	0.00	169,667.32
TOTAL LIABILITIES & EQUITY	196,771.64	50,409.00	0.00	247,180.64

	Date	Num	Name	Memo	Credit
101.125 · CSB # 6006					
	11/12025		Comcast		298.35
	11/12025		Florida Commerce		175.00
	11/12025		FPL		65.00
	11/12025		Frontsteps		364.65
	11/12025		Greentone Irrigation		375.00
	11/12025		M&M Asphalt Maintenance		38,786.70
	11/12025		Seacoast		154.05
	11/12025		Shenandoah General Construction		33,000.00
	11/12025		Special District Services		2,178.05
	11/12025		Surf Landscape		1,350.00
	11/15/2025		Frontsteps		364.65
	11/15/2025		Gannett Florida LocalIQ		224.48
	11/15/2025		Surf Landscape		1,350.00
	11/15/2025		Victory Access Control		542.04
Total 101.125 · CSB # 6006					79,227.97
TOTAL					79,227.97