

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
OCTOBER 10, 2018**

CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT AGENDA
WEDNESDAY, OCTOBER 10, 2018
1:00 P.M.

The Place at Corkscrew
Located at 4954 Royal Gulf Circle, Fort Myers FL 33966

District Board of Supervisors	Chairman	Joseph Cameratta
	Vice Chairman	Anthony Cameratta
	Supervisor	Laura Youmans
	Supervisor	Cheryl Smith
	Supervisor	Russell Cameratta
District Manager	Meritus	Brian Lamb
District Attorney	Coleman, Yovanovich & Koester, PA	Greg Urbancic
District Engineer	Barraco & Associates	Carl A. Barraco

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **1:00 p.m.** with the third section called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board Members Comments and Public Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Board of Supervisors
Corkscrew Farms Community Development District

Dear Board Members:

The Regular Meeting of Corkscrew Farms Community Development District will be held on **October 10, 2018 at 1:00 p.m.** at The Place at Corkscrew located at 4654 Royal Gulf Circle Fort Myers, FL 33966. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATIVE**
 - A. Consideration of Resolution 2019-01; Acceptance of Responsibility for Infrastructure - Phase 2C Plat..... Tab 01
 - B. Modification of Agreement for Infrastructure Ongoing Maintenance – CDD and The Place Master Association..... Tab 02
 - C. Modification of Agreement to Reflect Exhibits Detailing Phase 2 Lands – CDD and The Place Master Association
 - D. Discussion on The Place Phase 2 Land Landowners - CFEE Land Investments-Sub, LLC by PLC Land Development, LLC sole member
 - E. Acceptance of Financial Report for Fiscal Year Ended September 30, 2017..... Tab 03
 - F. Discussion on CDD Insurance Tab 04
 - i. 2017-2018 Insurance Policy
 - ii. 2018-2019 Insurance Proposal
 - G. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Board of Supervisors Public Hearing & Meeting Minutes August 08, 2018. Tab 05
 - B. Consideration of Operations and Maintenance Expenditures July 2018 Tab 06
 - C. Consideration of Operations and Maintenance Expenditures August 2018 Tab 07
 - D. Review of Financial Statements Month Ending August 30, 2018 Tab 08
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Brian Lamb,
District Manager

RESOLUTION NO 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ACCEPTANCE OF RESPONSIBILITY FOR OWNERSHIP, OPERATION AND MAINTENANCE OF DISTRICT INFRASTRUCTURE WITHIN THE BOUNDARIES OF THE PLAT OF PLACE AT CORKSCREW – PHASE 2-C; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Corkscrew Farms Community Development District, hereinafter (the "District"), was established by Ordinance No. 15-16 adopted by the Board of County Commissioners of Lee County, Florida on December 15, 2016 pursuant to Chapter 190, Florida Statutes, as amended; and

WHEREAS, Chapter 190, Florida Statutes grants to the District the authority to own, operate and maintain surface water management systems, roads and other infrastructure; and

WHEREAS, the District has the authority to construct, acquire and/or maintain improvements within the District, including surface water management systems, roads and other District infrastructure; and

WHEREAS, Lee County requires affirmation of the District's intention to maintain the tracts or easements dedicated to the District, and the District's acknowledgment of its duty and responsibility to operate and maintain the "backbone" (i.e. master) surface water management system and other District infrastructure and improvements within the boundaries of the plat of Place at Corkscrew – Phase 2-C (the "Plat"), a true and correct copy which is attached as Exhibit "A"; and

WHEREAS, this Resolution will be relied upon by Lee County in reviewing the Plat.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Corkscrew Farms Community Development District that:

1. This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes.
2. The District hereby acknowledges and affirms that it will accept maintenance responsibility for all tracts and easements dedicated to the District, with maintenance responsibility, appearing within the Plat.
3. Provided, however, that the District's responsibility for maintenance and operation of the surface water management systems and other facilities and improvements will not commence unless and until the following events: (a) tracts or easement for the surface water management system and other facilities and improvements, as applicable, have been dedicated or conveyed to the District and (b) Lee County has issued Certificate(s) of Compliance (or their equivalent) for the applicable surface water management system and/or other facilities and improvements.

4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2018.

**CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Brian Lamb, Secretary

Joseph Cameratta, Chairman

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Joseph Cameratta, as Chairman of Corkscrew Farms Community Development District. He is personally known to me.

Notary Public

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Brian Lamb, as Secretary of the Corkscrew Farms Community Development District. He is personally known to me.

Notary Public

Printed Name: _____

EXHIBIT "A"

Tracts "X-4", and "X-5", PLACE AT CORKSCREW, PHASE 2-A, a subdivision recorded as Instrument No. 2018000143613, and Tract "X-9" PLACE AT CORKSCREW, PHASE 2-B, a subdivision recorded as Instrument No. 2018_____ of the public records of Lee County, Florida, lying in Section 24, Township 46 South, Range 26 East, and Section 19, Township 46 South, Range 27 East, Lee County, Florida.

**AGREEMENT BETWEEN THE CORKSCREW FARMS COMMUNITY
DEVELOPMENT DISTRICT AND THE PLACE MASTER ASSOCIATION, INC. FOR
INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into as of this 19 day of October 2017 (the "Effective Date"), by and between:

Corkscrew Farms Community Development District, a local unit of special-purpose government, and

The Place Master Association, Inc., a Florida not-for-profit corporation (the "Association"),

RECITALS

WHEREAS, the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various systems, facilities and infrastructure including, but not limited to roadways, water and wastewater facilities, storm water management, irrigation, landscape and security, wetland/wildlife mitigation and restoration areas, and common areas and other facilities requiring inspection, operation and maintenance services within the development known as The Place at Corkscrew (the "Development"); and

WHEREAS, the District is obligated to provide inspection, operation and maintenance services for said improvements and areas within the Development; and

WHEREAS, pursuant to the Master Declaration of Covenants, Conditions, Easements and Restrictions for The Place at Corkscrew recorded in Instrument Number 2017000047834, Public Records of Lee County, Florida (the "Declaration"), the Association is responsible for owning, operating and maintaining other various improvements and facilities within the Development; and

WHEREAS, for ease of administration, potential costs savings, and other mutual benefits, the District desires to contract with the Association, and the Association agrees to contract with the District, to maintain and manage certain improvements or portions of the Development that the District is otherwise obligated to operate and maintain, as more particularly detailed in Exhibit "A" attached hereto and incorporated herein by this reference (the "District Property"); and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged by the District and the Association (collectively, the "Parties"), the Parties agree as follows:


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

SECTION 2. ASSOCIATION'S OBLIGATIONS.

- A. *General Duties.* The Association shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.
- B. *Inspection.* The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance.* The Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. The Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. The Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims.* The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.
- E. *Compliance with Government Rules, Regulations, Requirements and Orders.* The Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction. The Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property.
- F. *Adherence to District Rules, Regulations and Policies.* The Association's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith, the Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to

the District at all times. The Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- G. *Care of the Property.* The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to repair any damage resulting from The Association's activities and work.
- H. *Staffing and Billing.* The Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.
- I. *Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

 **SECTION 3. COMPENSATION.** The District shall pay the Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement.

SECTION 4. TERM. The term of this Agreement is for a period of twenty (20) years commencing on the Effective Date, and shall be automatically renewed for additional ten (10) year periods, unless either party provides the other party at least thirty (30) days written notice of its intent not to renew.

SECTION 5. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause and for any reason whatsoever. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.

- D. Regardless of which party terminates this agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of service hereunder including warranty documentation.

SECTION 6. INSURANCE. The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 7. INDEMNIFICATION. The Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Association, including litigation or any appellate proceedings with respect thereto.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event litigation is brought under this Agreement, then the prevailing party in any such litigation shall be entitled to recover all attorney's fees and costs incurred, including but not limited to during any litigation or other dispute resolution and including fees and costs incurred in appellate proceedings.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. ASSIGNMENT. Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

SECTION 11. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association and shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

SECTION 12. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 13. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms of this instrument.

SECTION 16. NOTICES. All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class U.S. Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Corkscrew Farms Community Development District
c/o Meritus Districts
Attn: Brian K. Lamb
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

With a copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, FL 34103

B. If to the Association: The Place Master Association, Inc.
Attn: Nicholas Cameratta
4954 Royal Gulf Circle
Fort Myers, FL 33966

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. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth herein.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement of any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall insure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 18. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

SECTION 19. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Association acknowledges that the designated public records custodian for the District is Brian K. Lamb ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida

laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 397-5120, BRIAN.LAMB@MERITUSCORP.COM, OR 2005 PAN AM CIRCLE, SUITE 120, TAMPA, FL 33607.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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 each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

{Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page}

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

ASSOCIATION:

THE PLACE MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witnesses:

By: *Cheryl Yano*
Cheryl Yano
Print Name

By: *[Signature]*
Joseph Cameratta, President

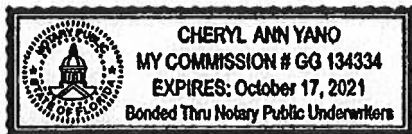
By: *[Signature]*
Laura Yarnall
Print Name

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of October, 2017, by Joseph Cameratta, as President of The Place Master Association, Inc., a Florida not-for-profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

(NOTARY SEAL)




Cheryl Yano
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT

By: Cheryl Yano
Cheryl Yano
 Print Name

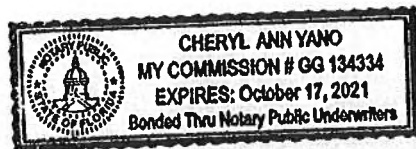
By: Eayla Youmans
Print Name

By: 
Joseph Cameratta, Chairman

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 19 day of October, 2017, by Joseph Cameratta, as Chairman of the Board of Supervisors of Corkscrew Farms Community Development District, who is ✓ personally known to me or produced as identification and did not take an oath.

Cheryl A. [Signature]
Notary Public Signature



(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

EXHIBIT “A”

District Property

EXHIBIT "A" - "DISTRICT PROPERTY"

SURFACE WATER MANAGEMENT SYSTEM

<u>LOCATION</u>	<u>CDD INFRASTRUCTURE</u>
Development Order Lake #1	• Lake Aerators Including Power;
Development Order Lake #2	• Lake Littoral Shelf and Plants;
Development Order Lake #3	• Deep Lake Trees;
Development Order Lake #5	• Dry Detention Plants
Development Order Lake #6	• Storm Sewer Basins, Inlets, Yard
Development Order Lake #8	Drains, and Manholes;
Development Order Weir #1	• Storm Sewer Water Control
Development Order Weir #2	Structures;
Development Order Weir #3	• Rip Rap Protection;
Development Order Weir #4	• Storm Sewer Pipes, Drains, and
Development Order Weir #5	Culverts;
Development Order Dry Detention #B1-1	• Headwalls, Endwalls and Weirs;
Development Order Dry Detention #B1-2	• Flash Boards, Staff Gauges,
Development Order Dry Detention #B2-2	Monitoring Wells;
Development Order Dry Detention #B3-1	• Storm Water Management Berms,
Development Order Dry Detention #B4-1	and Mounds;
Development Order Dry Detention #B6-2	
Development Order Dry Detention #B6-3	
Development Order Dry Detention #B12	
Development Order Water Management Basin W1	
Development Order Water Management Basin W2	
Development Order Water Management Basin W3	
Development Order Water Management Basin W4	
Development Order Water Management Basin M1	
Development Order Water Management Basin M2	
Development Order Water Management Basin M3	
Development Order Water Management Basin M4	
Development Order Water Management Basin M5	
Development Order Water Management Basin E1	
Development Order Water Management Basin E2	
Development Order Water Management Basin E3	
Development Order Water Management Basin E4	
Development Order Water Management Basin E5	
Roadway Drainage	
Rear Yard Swales and Ditches	

ONSITE ROADWAYS

LOCATION

Bridge Hampton Drive
Ashcomb Way
Beverly Park
Bittersweet Lane
Newberry Lane
Elston Way
Zephyr Lilly Court
Mesic Lane
Elkgrove Lane
Corbina Court
Cabrini Way
Elmdale Way
Grammercy Boulevard

CDD INFRASTRUCTURE

- Stabilized Subgrade;
- Limerock Base;
- Asphalt Pavement;
- Brick Roadway Pavers;
- Common Area Sidewalks and ADA Mats;
- Concrete Curbs;
- Roadway Survey Monumentation;
- Street Signage;
- Pavement Markings;
- Decorative Street Lighting, Columns, and Fencing;
- Treelawn Landscaping;
- Guardhouses and Gates

LANDSCAPE AND IRRIGATION

LOCATION

Onsite Roadways
Area abutting Grammercy Boulevard
Area abutting Bridge Hampton Drive
Area abutting Corkscrew Road
Recharge Well Locations

CDD INFRASTRUCTURE

- Project Entry Walls and Signage;
- Fences and Columns;
- Decorative Lighting;
- Master Irrigation Pump Station;
- Irrigation Piping, Valves, Control Boxes, Sprinkler Heads, and Bubblers;
- Recharge Wells, Casing, Pumps, Piping, Valves, and Flow Meters;
- Irrigation electrical lines and Power;

Note: The CDD is not responsible for any landscaping or irrigation infrastructure that services an individual residential lot.

ENVIRONMENTAL RESTORATION MITIGATION IMPROVEMENTS

LOCATION

Strap #24-46-26-L1-010P1.0000
Strap #24-46-26-L4-010P3.0000
Strap #24-46-26-L3-010P2.0000
Strap #19-46-27-L2-010P4.0000

CDD INFRASTRUCTURE

- Plants, Shrubs, Trees;
- Wetlands and Uplands
- Wildlife Control Fencing
- Wildlife Culvert Crossings;
- Flowways;
- Monitoring Wells;
- Structural Buffers, Berms, and Mounds;
- Fire Lanes;

**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017**

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA**

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951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Corkscrew Farms Community Development District
Lee County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Corkscrew Farms Community Development District, Lee County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2017, and the respective changes in financial position, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 13, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated September 13, 2018, on our consideration of the District's compliance with the requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

September 13, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Corkscrew Farms Community Development District, Lee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2017. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the fiscal year ended September 30, 2017 resulting in a net position deficit balance of (\$261,746).
- The change in the District's total net position in comparison with the prior fiscal year was \$385,734, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2017, the District's governmental funds reported combined ending fund balances of \$1,618,872, a decrease of (\$15,426,785) in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items and restricted for debt service and capital projects.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer revenues. The District does not have any business-type activities. The governmental activities of the District include general government (management) and physical environment.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category, governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflow of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

OVERVIEW OF FINANCIAL STATEMENTS (CONTINUED)

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2017	2016
Assets, excluding capital assets	\$ 1,700,718	\$ 17,494,642
Capital assets, net of depreciation	18,412,721	2,367,993
Total assets	20,113,439	19,862,635
Current liabilities	470,185	510,115
Long-term liabilities	19,565,000	20,000,000
Total liabilities	20,035,185	20,510,115
Net Position		
Net investment in capital assets	(1,492,237)	(17,632,007)
Restricted	1,230,491	16,984,527
Total net position	\$ (261,746)	\$ (647,480)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE PERIOD ENDED SEPTEMBER 30,		
	2017	2016
Revenues:		
Program revenues		
Charges for services	\$ 1,221,185	\$ -
Operating grants and contributions	134,032	24,802
Capital grants and contributions	1,947,130	-
Total revenues	3,302,347	24,802
Expenses:		
General government	71,104	23,611
Physical environment and infrastructure	1,926,697	1,191
Bond issuance costs	-	586,350
Interest	918,812	61,130
Total expenses	2,916,613	672,282
Change in net position	385,734	(647,480)
Net position - beginning	(647,480)	-
Net position - ending	\$ (261,746)	\$ (647,480)

As noted above and in the statement of activities, the cost of all governmental activities for the fiscal year ended September 30, 2017 was \$2,916,613. The costs of the District's activities were funded by program revenues. Program revenues during fiscal year 2017 comprised of Developer contributions, non-cash contributions from the Developer consisting of infrastructure, assessments, and interest income. Program revenues during fiscal year 2016 consisted of Developer contributions only thereby accounting for the variance from the prior fiscal period. The change in expenses reflects the issuance of Series 2016 Bonds in 2016 and the conveyance of completed infrastructure to other entities for ownership and maintenance responsibilities during fiscal year 2017.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2017.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2017, the District had \$18,412,721 invested in capital assets for its governmental activities. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2017, the District had \$19,905,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

It is anticipated that the general operations of the District will increase as the District is being built out.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET (CONTINUED)

On December 13, 2017, the District issued \$28,000,000 of Special Assessment Bonds, Series 2017. The Series 2017 Bonds consist of multiple term Bonds with maturity dates ranging from November 1, 2023 - November 1, 2050 and interest rates ranging from 3.75% - 5.125%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially, commencing November 1, 2020. The Bonds were issued to fund the costs of acquiring and/or construction all or a portion of the Assessment Area Two Project.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Corkscrew Farms Community Development District's Finance Department at 2005 Pan Am Circle, Suite 120, Tampa, FL 33607.

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 3,632
Due from Developer	70,949
Assessments receivable	85,283
Prepaid items	6,294
Restricted assets:	
Investments	1,534,560
Capital assets:	
Nondepreciable	<u>18,412,721</u>
Total assets	<u>20,113,439</u>
 LIABILITIES	
Accounts payable	81,846
Accrued interest payable	388,339
Non-current liabilities:	
Due within one year	340,000
Due in more than one year	<u>19,565,000</u>
Total liabilities	<u>20,375,185</u>
 NET POSITION	
Net investment in capital assets	(1,492,237)
Restricted for debt service	<u>1,230,491</u>
Total net position	<u>\$ (261,746)</u>

See notes to the financial statements

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017**

<u>Functions/Programs</u>	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 71,104	\$ 8,300	\$ 128,726	\$ -	\$ 65,922
Physical environment and infrastructure	1,926,697	-	-	1,889,130	(37,567)
Interest on long-term debt	918,812	1,212,885	5,306	58,000	357,379
Total governmental activities	2,916,613	1,221,185	134,032	1,947,130	385,734
Change in net position					385,734
Net position - beginning					(647,480)
Net position - ending					<u>\$ (261,746)</u>

See notes to the financial statements

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 3,632	\$ -	\$ -	\$ 3,632
Investments	-	1,534,518	42	1,534,560
Due from Developer	70,949	-	-	70,949
Assessments receivable	971	84,312	-	85,283
Prepaid items	6,294	-	-	6,294
Total assets	<u>\$ 81,846</u>	<u>\$ 1,618,830</u>	<u>\$ 42</u>	<u>\$ 1,700,718</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 81,846	\$ -	\$ -	\$ 81,846
Total liabilities	<u>81,846</u>	<u>-</u>	<u>-</u>	<u>81,846</u>
Fund balances:				
Nonspendable:				
Prepaid items	6,294	-	-	6,294
Restricted for:				
Debt service	-	1,618,830	-	1,618,830
Capital projects	-	-	42	42
Unassigned	(6,294)	-	-	(6,294)
Total fund balances	<u>-</u>	<u>1,618,830</u>	<u>42</u>	<u>1,618,872</u>
Total liabilities and fund balances	<u>\$ 81,846</u>	<u>\$ 1,618,830</u>	<u>\$ 42</u>	<u>\$ 1,700,718</u>

See notes to the financial statements

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –
GOVERNMENTAL FUNDS TO THE STATEMENTS OF NET POSITION
SEPTEMBER 30, 2017**

Total fund balances - governmental funds \$ 1,618,872

Amounts reported for governmental activities in the statement of net position
are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	18,412,721	
Accumulated depreciation	-	18,412,721

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(388,339)	
Bonds payable	(19,905,000)	(20,293,339)
Net position of governmental activities		\$ (261,746)

See notes to the financial statements

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 8,300	\$ 1,212,885	\$ -	\$ 1,221,185
Developer contributions	128,726	-	-	128,726
Interest income	-	5,306	58,000	63,306
Total revenues	137,026	1,218,191	58,000	1,413,217
EXPENDITURES				
Current:				
General government	55,482	-	15,622	71,104
Physical environment	81,544	-	-	81,544
Debt Service:				
Principal	-	95,000	-	95,000
Interest	-	591,604	-	591,604
Capital outlay	-	-	16,000,750	16,000,750
Total expenditures	137,026	686,604	16,016,372	16,840,002
Excess (deficiency) of revenues over (under) expenditures	-	531,587	(15,958,372)	(15,426,785)
OTHER FINANCING SOURCES (USES)				
Interfund transfers in (out)	-	6,295	(6,295)	-
Total other financing sources (uses)	-	6,295	(6,295)	-
Net change in fund balances	-	537,882	(15,964,667)	(15,426,785)
Fund balances - beginning	-	1,080,948	15,964,709	17,045,657
Fund balances - ending	\$ -	\$ 1,618,830	\$ 42	\$ 1,618,872

See notes to the financial statements

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017**

Net change in fund balances - total governmental funds \$ (15,426,785)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and capitalized in the statement of net position.	16,000,750
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Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of	95,000
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Conveyances of infrastructure improvements to other governments of previously capitalized capital assets is recorded as an expense in the statement of activities.	(1,845,153)
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The statement of activities reports noncash contributions as revenues, but these revenues are not reported in the governmental fund financial statements.	1,889,130
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The change in accrued interest on long-term liabilities between the current and prior fiscal year recorded in the statement of activities but not in the governmental fund financial statements.	(327,208)
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Change in net position of governmental activities	<u><u>\$ 385,734</u></u>
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See notes to the financial statements

**CORKSCREW FARMS COMMUNITY DEVELOPMENT DISTRICT
LEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Corkscrew Farms Community Development District ("District") was established on December 15, 2015, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Lee County Ordinance 15-16. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2017, all of the Board members are affiliated with The Place at Corkscrew, LLC ("Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on all platted lots within the District. Assessments are levied each November 1 on property as of the previous January 1 to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the district's infrastructure assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s). For example, the District would record deferred outflows of resources on the statement of net position related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s). For example, when an asset is recorded in the governmental fund financial statements, but the revenue is unavailable, the District reports a deferred inflow of resources on the balance sheet until such times as the revenue becomes available.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2017:

	Amortized cost	Credit Risk	Maturities
Business Money Market Account at Florida Community Bank	\$ 959,940	N/A	N/A
First American Gov't Obligations Fund Class V	574,620	S&P AAAm	Weighted average of the fund portfolio: 23 days
Total Investments	<u>\$ 1,534,560</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2017 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$2,367,993	\$ 17,889,881	\$ (1,845,153)	\$ 18,412,721
Total capital assets, not being depreciated	2,367,993	17,889,881	(1,845,153)	18,412,721
 Governmental activities capital assets, net	 \$2,367,993	 \$ 17,889,881	 \$ (1,845,153)	 \$ 18,412,721

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$51,000,000. The infrastructure will include drainage and a surface water management system, onsite roadways, onsite utilities, off-site utilities and roadway improvements, professional fees, and environmental and wildlife restoration and mitigation. A portion of the project costs is expected to be financed with the proceeds from the issuance of the Series 2016 Bonds with the remainder to be funded by additional bond issuances as well as funding by the Developer. Upon completion, the off-site roadway improvements, potable water distribution system, and wastewater collection system are to be conveyed to other entities for ownership and maintenance. During the current fiscal year, the Developer conveyed certain infrastructure for phase I of the project to the District which was subsequently conveyed to another entity for ownership and maintenance responsibilities.

The District anticipates that the remaining infrastructure improvements for the District will be completed during a subsequent fiscal year.

NOTE 6 – LONG TERM LIABILITIES

In August 2016, the District issued \$20,000,000 of Series 2016 Special Assessment Bonds consisting of various term Bonds due November 1, 2021 through November 1, 2046. Interest rates range from 3.50% to 5.00%. The Bonds were issued to provide funds for the costs of acquiring a portion of the Project. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2016. Principal on the Bonds is to be paid serially commencing November 1, 2017 through November 1, 2046.

NOTE 6 – LONG TERM LIABILITIES (Continued)

The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture. For the Series 2016 Bonds, this occurred during the current fiscal year as the District collected prepaid assessments and prepaid \$95,000 of the Bonds. In addition, see Note – 12 Subsequent Events for extraordinary redemption amounts subsequent to fiscal year end.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2017.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2017 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2016	\$20,000,000	\$ -	\$ 95,000	\$19,905,000	\$ 340,000
Total	\$20,000,000	\$ -	\$ 95,000	\$19,905,000	\$ 340,000

At September 30, 2017, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2018	\$ 340,000	\$ 926,063	\$ 1,266,063
2019	350,000	913,988	1,263,988
2020	360,000	901,563	1,261,563
2021	375,000	888,700	1,263,700
2022	385,000	875,400	1,260,400
2023-2027	2,185,000	4,119,019	6,304,019
2028-2032	2,705,000	3,580,319	6,285,319
2033-2037	3,405,000	2,859,319	6,264,319
2038-2042	4,305,000	1,931,400	6,236,400
2043-2047	5,495,000	713,625	6,208,625
Total	\$ 19,905,000	\$ 17,709,396	\$ 37,614,396

NOTE 7 – RELATED PARTY TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$128,726 which includes a receivable of \$70,949.

The Developer owns all of the land within the District; therefore, the assessments levied in the general and debt service funds during the current fiscal year are assessments levied on the land owned by the Developer.

During the current fiscal year, the District entered into an agreement with the Developer regarding assignment of the water and wastewater connection fees. A portion of the connection fees are being financed by the Series 2016 Bonds. The Developer entered into a separate agreement with the builders within the District whereby at the closing of each lot located within the District, the Developer shall be reimbursed by the builders for any water and sewer connection fees previously paid by the Developer to Lee County applicable to the lot. The Developer has assigned its rights relating to the collection and reimbursement of the connection fees from the builders to the District as security for the District's payment to the Developer of the phase 1 portion of the connection fees. The funds received in connection with this agreement shall be deposited into the Series 2016 prepayment account to proportionately repay individual lost assessments on the Series 2016 Bonds.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which would have a material adverse effect on the District's operations.

NOTE 9 – COST SHARE AGREEMENT

The District entered into a cost-sharing agreement with the Developer and Lee County Board of County Commissioners ("Lee County") in connection with the upsizing of certain components in the master pump station. This is being done in order to minimize future improvements for the benefit of other properties in the area to the master pump station. Accordingly, Lee County has agreed to pay the difference between the costs of the master pump station being build and those designed to accommodate the District. The District and Developer will proceed with the constriction of the master pump station and Lee County will reimburse the Developer and the District for those costs with reimbursement not to exceed \$1,130,068 for construction of the upsizing and related appurtenances, and reimbursement of not to exceed amount of \$30,322 for the design of the upsizing. In connection with the agreement, reimbursement totaling \$391,359 was received during fiscal year 2017.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

NOTE 12 – SUBSEQUENT EVENTS

Series 2017 Bonds

On December 13, 2017, the District issued \$28,000,000 of Special Assessment Bonds, Series 2017. The Series 2017 Bonds consist of multiple term Bonds with maturity dates ranging from November 1, 2023 - November 1, 2050 and interest rates ranging from 3.75% - 5.125%. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially, commencing November 1, 2020. The Bonds were issued to fund the costs of acquiring and/or construction all or a portion of the Assessment Area Two Project.

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$1,730,000 of the Series 2016 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**CORKSCREW FARMSCOMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017**

	Budgeted Amounts		Variance with Final Budget - Positive (Negative)
	Original and Final	Actual Amounts	
REVENUES			
Assessments	\$ 472,210	\$ 8,300	\$ (463,910)
Developer contributions	-	128,726	128,726
Total revenues	<u>472,210</u>	<u>137,026</u>	<u>(335,184)</u>
EXPENDITURES			
Current:			
General government	75,710	55,482	20,228
Physical environment	396,500	81,544	314,956
Total expenditures	<u>472,210</u>	<u>137,026</u>	<u>335,184</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	-	<u>\$ -</u>
Fund balance - beginning		<u>-</u>	
Fund balance - ending		<u>\$ -</u>	

See notes to required supplementary information

**CORKSCREW FARMSCOMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2017.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Corkscrew Farms Community Development District
Lee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Corkscrew Farms Community Development District, Lee County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated September 13, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in a separate Management Letter dated September 13, 2018. See finding no. 2017-01.

The District's response to the finding identified in our audit is described in the accompanying Management Letter. We did not audit the District's response and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

September 13, 2018



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Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Corkscrew Farms Community Development District
Lee County, Florida

We have examined Corkscrew Farms Community Development District, Lee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2017. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2017.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Corkscrew Farms Community Development District, Lee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

September 13, 2018



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Corkscrew Farms Community Development District
Lee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Corkscrew Farms Community Development District, Lee County, Florida ("District") as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated September 13, 2018.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated September 13, 2018, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Corkscrew Farms Community Development District, Lee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Corkscrew Farms Community Development District, Lee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

September 13, 2018

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2017-01: Compliance

Observation: Florida Statutes require governmental entities to file an annual financial report and a copy of the financial audit with the State within 9 months of the end of the fiscal year. Both the annual financial report and the annual audit report for the fiscal year ended September 30, 2017 were not filed by June 30, 2018.

Recommendation: We recommend the District take necessary steps to comply with the Florida Statutes and file both reports within statutory timeframes.

Management Response: The District shall take all necessary steps to comply with the Florida Statutes and file both reports within the statutory timeframes.

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

2016-01: Compliance

Current Status: See finding no. 2017-01 above.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2016, except as noted above.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2017, except as noted above.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2017.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2017 financial audit report.
6. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
7. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.



**PUBLIC ENTITY
COMMON AGREEMENT DECLARATIONS**

Agreement Number: 100117337

NAMED COVERED PARTY AND MAILING ADDRESS:
Corkscrew Farms Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

AGREEMENT PERIOD: From: February 15, 2018 To: October 1, 2018
At 12:01 a.m. Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms and conditions of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	PREMIUM
General Liability	Included
Property	Not Included
Inland Marine	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Employment Practices Liability	Not Included
Public Officials Liability	Not Included
Crime	Not Included
Total	\$2,030

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Countersigned: March 1, 2018
Date

By: 
Authorized Representative



**PUBLIC ENTITY
COMMON AGREEMENT CONDITIONS**

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

A. CANCELLATION

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first named Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.
6. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.
8. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for Florida Insurance Alliance to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and Florida Insurance Alliance receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Agreement.

C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

D. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we

will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Agreement without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Agreement.

H. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or for the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

I. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Florida Insurance Alliance when Florida Insurance Alliance is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Florida Insurance Alliance on behalf of multiple members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by member.

The administrator for by Florida Insurance Alliance will retain reinsurance or excess of loss coverage policies purchased on behalf of its members.

J. PREMIUMS

The first named Covered Party shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

K. SUBROGATION

In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

M. DUTY TO DEFEND

Florida Insurance Alliance shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of Florida Insurance Alliance, and Florida Insurance Alliance has the right to appoint counsel and to make such investigation and defense of a covered claim as it deems necessary.



**PUBLIC ENTITY
COVERAGE AGREEMENT FORM LIST**

COVERED PARTY: Corkscrew Farms Community Development District
AGREEMENT NO: 100117337

Form Name

FIA 001 (10 16) - Common Agreement Declarations
FIA 002 (10 16) - Common Agreement Conditions
FIA 003 (10 16) - Coverage Agreement Forms List
FIA 030 (10 16) - General Liability Declarations
FIA 050 (10 16) - Automobile Liability Declarations
FIA 300 (10 16) - General Liability - Coverage Form
FIA 303 (10 16) - General Liability - Employee Benefits Liability Coverage
FIA 305 (10 16) - General Liability - FIA Endorsement
FIA 306 (10 16) - General Liability – Deductible Coverage
FIA 500 (10 16) - Automobile Liability Coverage Form
FIA 501 (10 16) - Automobile Liability – Florida Endorsement
FIA 506 (10 16) - Automobile Liability – Deductible Liability Coverage
FIA 509 (10 16) - Florida Personal Injury Protection
FIA 511 (10 16) - Pollution Liability – Broadened Coverage For Covered Autos
FIA 600 (10 16) - Automobile and General Liability - Nuclear Energy Liability Exclusion Endorsement
FIA 602 (10 16) - Automobile and General Liability - Automatic Additional Covered Parties
FIA 901 (10 16) - Two or More Coverage Forms



**PUBLIC ENTITY
GENERAL LIABILITY DECLARATIONS**

COVERED PARTY: Corkscrew Farms Community Development District
 AGREEMENT NO: 100117337

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Bodily Injury, Property Damage	None	
	Employees Benefits Liability	None	
<u>Coverage</u>			
<input checked="" type="checkbox"/>	Bodily Injury and Property Damage	\$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	Medical Payments	\$5,000	
<input checked="" type="checkbox"/>	Employees Benefits Liability	\$1,000,000	Per Occurrence
<input checked="" type="checkbox"/>	Fire Damage Limit	Included	Any One Premise
<input checked="" type="checkbox"/>	No Fault Sewer Backup	\$25,000	Per Claimant
		\$250,000	Aggregate Limit
<input checked="" type="checkbox"/>	Pesticide/Herbicide Limit	\$1,000,000	Per Occurrence and Aggregate Limit

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003



**PUBLIC ENTITY
GENERAL LIABILITY COVERAGE FORM (Occurrence)**

Various provisions in this Coverage Agreement restrict coverage. Read the entire agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Party shown in the Declarations, and any other person or organization qualifying as a Named Covered Party under this agreement. The words "we," "us" and "our" refer to Florida Insurance Alliance providing this Coverage Agreement.

"Covered party" means any person or organization qualifying as such under SECTION II - WHO IS A COVERED PARTY.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V DEFINITIONS.

SECTION I – COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the Covered Party becomes legally obligated to pay as damages, because of "bodily injury" or "property damage" to which this coverage agreement applies. We will have the right and duty to defend the Covered Party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages **A.** or **B.**
 - (3) Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This coverage applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the agreement period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This coverage agreement does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the covered party. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the covered party is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the covered party would have in the absence of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which any covered party may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the covered party under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An employee of the covered party arising out of and in the course of:
 - (a) Employment by the covered party; or
 - (b) Performing duties related to the conduct of the covered party's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies whether the covered party may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the covered party under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any covered party;
 - (b) At or from any premises, site or location which is or was at any time used by or for any covered party or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any covered party or any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any covered party or any contractors or subcontractors working directly or indirectly on any covered party's behalf are performing operations:
 - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such covered party, contractor or subcontractor; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
 - (f) At or from any premises, site, or location which is or was at any time the responsibility of any covered party to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any covered party. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any covered party allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any covered party. This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the covered party;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph 5.a. or 5.b. of the definition of "mobile equipment" (SECTION V (I)).

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any covered party; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage," however caused, arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the covered party;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This exclusion does not apply to personal property held by the covered party as a result of seizure or confiscation.

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Racketeering

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

p. Law Enforcement

"Bodily injury" or "property damage" arising out of any actual or alleged act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.

q. Asbestos

"Bodily injury" or "property damage" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

r. Personal and Advertising Injury

"Bodily injury" or "property damage" arising out of "personal injury" or "advertising injury".

s. Mold, Fungi, or Bacteria

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any covered party, or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of coverage applies to this coverage as described in LIMITS OF COVERAGE (SECTION III).

t. Distribution of Material In Violation Of Statutes

Any "loss", cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

u. Electronic Vandalism

Any "loss", injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- (2) Unauthorized computer code or programming that:
 - (a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or

networks to which it is introduced;

- (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
- (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

v. War and Military Action

"Bodily injury", "property damage", "personal or advertising injury" or "employee benefits wrongful act(s)" however caused, arising, directly or indirectly, out of:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - i. By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - ii. By military, naval or air forces; or
 - iii. By an agent of any such government, power, authority or forces.
- (2) Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence. Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

- (a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.
- (b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.
- (c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.
- (d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion

w. Electromagnetic Radiation

"Bodily injury" or "property damage" arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

x. Sexual Abuse and/or Sexual Molestation

This insurance does not apply to "bodily injury" or "property damage" arising out of:

- 1. The actual, alleged or threatened abuse, "sexual molestation" and/or exploitation of any person while in the care, custody or control of any Insured; or
- 2. The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any insured is or ever was legally

responsible and whose conduct would be excluded by 1. above;

or

3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged abuse or “sexual molestation”, however caused.

As used in this endorsement, the following **DEFINITIONS** apply:

“Sexual molestation” means physical “sexual abuse” of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

“Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes “sexual molestation”, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

y. Electronic Vandalism

Any “loss”, injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- (2) Unauthorized computer code or programming that:
 - (a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
 - (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
 - (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action

Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism

Exclusion supersedes this Electronic Vandalism Exclusion.

Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the Covered Party.

z. Employee Practices Exclusion

Bodily injury, personal injury, advertising injury, or property damage arising from employment wrongful act”.

Employee Wrongful Act means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment, whether actual or

- constructive;
- 2. employment related misrepresentation;
- 3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;
- 4. sexual harassment or other unlawful workplace harassment;
- 5. wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
- 6. wrongful discipline of employees;
- 7. negligent evaluation of employees;
- 8. failure to adopt adequate workplace or employment policies and procedures; or employment related libel, slander, defamation or invasion of privacy.

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement.

- a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage form applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the Covered Party against any "suit" seeking damages for "personal injury" or "advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and
 - (2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under SECTION I Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES **A** and **B**.

- b. This coverage agreement applies to:
 - (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and
 - (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services.
- c. This coverage applies to "personal injury" and "advertising injury" only if:
 - (1) The "personal injury" or "advertising injury" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "personal injury" or "advertising injury" occurs during the agreement period.

2. Exclusions.

This coverage agreement does not apply to:

- a. "Personal injury" or "advertising injury":
 - (1) Arising out of oral or written publication of material, if done by or at the direction of the covered party with knowledge of its falsity;
 - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the agreement period;
 - (3) Arising out of a criminal act committed by or at the direction of the covered party; or
 - (4) For which the covered party has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the covered party would have in the absence of the contract or agreement.
- b. "Advertising injury" arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or

- performance;
- (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by a covered party whose business is advertising, broadcasting, publishing or telecasting.
- c. "Personal injury" or "advertising injury" expected or intended from the standpoint of the covered party
 - d. "Personal injury" or "advertising injury" arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.
 - e. "Personal injury" or "advertising injury" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.
 - f. "Personal injury" or "advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
 - g. "Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the covered party hosts, owns, or over which the covered party exercises control.
 - h. "Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
 - i. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
 - j. "Personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
 - k. "personal injury" or "advertising injury" arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
 - l. "personal injury" or "advertising damage" arising out of:
 - 1. The actual, alleged or threatened abuse, "sexual molestation" and/or exploitation of any person while in the care, custody or control of any Insured; or
 - 2. The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. above;
- or
- 3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged abuse or "sexual molestation", however caused.

As used in this endorsement, the following **DEFINITIONS** apply:

"Sexual molestation" means physical "sexual abuse" of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

"Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes "sexual molestation", sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

C. HERBICIDE AND PESTICIDE

We will pay the lesser of the General Bodily Injury and Property Damage per occurrence limit or \$1,000,000 whichever is less, for "damages," defense costs and/or claims expenses because of "bodily injury" or "property damage" caused by an "occurrence," which result from any "suits" otherwise covered by this Coverage Agreement, arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or \$1,000,000 in the aggregate whichever is less for all "damages" defense cost and/or claims expenses, which result from any and all, covered "suits" arising out of the application of such herbicides and/or pesticides.

D. MEDICAL PAYMENTS (Provided if limits are shown on Declarations Page)

1. Coverage Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the agreement period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage as shown in the Declarations. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions related to Medical Payments

We will not pay expenses for "bodily injury":

a. Any Insured

To any Covered Party, except "volunteer workers."

b. Hired Person

To a person hired to do work for or on behalf of any Covered Party or a tenant of any Covered Party.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any Covered Party, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard."

g. **Coverage A Exclusions**

Excluded under Coverage A.

E. SEWER BACKUP COVERAGE (Provided if limits are shown on Declarations Page)

3. Coverage Agreement

We will pay damages as described below for "property damage," excluding loss of use of tangible property, caused by an "occurrence" resulting in sewer drain backup:

- a. On "premises" that you do not own or rent;
- b. Because of your operations; provided that:
 - (1) The "occurrence" takes place in the "coverage territory" and during the Coverage Agreement period;
 - (2) The "damages" are incurred and reported to us within one year of the date of the "occurrence."

We will make these payments regardless of negligence. These payments will not exceed the limit of \$1,000 per claimant and \$5,000 in the aggregate during the Coverage Agreement period. If it is determined that you are negligent, these limits will not apply.

4. Exclusions related to No Fault Sewer Backup Coverage

We will not pay damages for "property damage":

- a. Included within the "products-completed operations hazard";
- b. Excluded under Section I Coverages A or B;
- c. Due to war whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the covered party at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.
- 5. All costs taxed against the covered party in the "suit."
- 6. Prejudgment interest awarded against the covered party on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
- 8. Expenses incurred by the covered party for first aid to others at the time of an accident for "bodily injury" to which this coverage agreement applies.

9. Up to \$100,000 in aggregate for "personal injury" and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to "personal injury" resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against "personal injury" for such individual.
10. Subject to the agreement deductible or Self Insured Retention, we will pay up to \$2,500 in aggregate for "property damage" to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

SECTION II - WHO IS A COVERED PARTY

- A. All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the covered party named in the Declarations, and only while working on behalf of the covered party named in the Declarations.
- B. Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.
- C. If you are designated in the Declarations as:
 1. An individual, you and your spouse are covered parties, but only with respect to the conduct of a business of which you are the sole owner.
 2. A partnership or joint venture, you are a covered party. Your members, your partners, and their spouses are also covered parties, but only with respect to the conduct of your business.
 3. An organization other than a partnership or joint venture, you are a covered party. Your executive officers and directors are covered parties, but only with respect to their duties as your officers or directors. Your stockholders are also covered parties, but only with respect to their liability as stockholders.
- D. Each of the following is also a covered party:
 1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is a covered party for:
 - a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide "professional health care services"; or
 - c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 2. The employed Medical Director or to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

With respect to FIA300, Section II, item D2 and FIA 300, Section V, items N1 & N2 and FIA 303, item F "employed" shall mean your legal relationship with any natural person:

- a. With whom you have agreed to create the relation of master & servant; and,
- b. Whom you compensate directly by salary or wages; and,
- c. Whom you treat as an employee with respect to benefits, withholding & taxes; and,
- d. Whom you have the authority or right to ultimately direct and control in the performance of his or her duties, including the details & means to be utilized in performing their work, while performing services approved by you; and,

- e. Who is deemed to be an employee within the contemplation of Florida Statute 768.28
- f. This term shall not include an independent contractor, volunteer, leased or temporary worker, or any person not deemed to be an employee within the contemplation of Florida Statute 768.28.
- 3. Your authorized volunteer or leased employee who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.
- E. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a covered party while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also a covered party, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is a covered party with respect to:
 - 1. "Bodily injury" to a co-employee of the person driving the equipment; or
 - 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is a covered party under this provision.
- F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a named Covered Party if there is no other similar insurance available to that organization. However:
 - 1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the agreement period, whichever is earlier;
 - 2. Section I Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - 3. Section I Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is a covered party with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Covered Party in the Declarations.

SECTION III - LIMITS OF COVERAGE

- A. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - 1. Covered Parties;
 - 2. Claims made or "suits" brought; or
 - 3. Persons or organizations making claims or bringing "suits."
- B. The General Aggregate Limit is the most we will pay for the sum of:
 - 1. Damages under SECTION I Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
 - 2. Damages under SECTION I Coverage **B**.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay under SECTION I Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
- D. Subject to B. above, the Personal and Advertising Injury Limit is the most we will pay under SECTION I Coverage **B** for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- E. The Fire Damage Limit is the most we will pay under SECTION I Coverage **A** for damages because of "property damage" to premises rented to you arising out of any one fire.
- F. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.
- G. However, subject to and limited by B., C., D., E., and F. above, we will pay:
 - 1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;
 - 2. The amount determined by a court of competent jurisdiction for liable action taken outside the

state of Florida for claims where the injury or damage originated from an occurrence outside the state of Florida; or

3. The amount shown in the declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.

H. Damages will not include:

1. taxes, fines, penalties, or sanctions;
2. punitive or exemplary damages or the multiple portion of any multiplied damages award;
3. matters uninsurable under the laws pursuant to which this coverage agreement is constructed; or
4. the cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

The limits of this Coverage Agreement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the agreement period shown in the Declarations, unless the agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. Bankruptcy.

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve us of our obligations under this Coverage Agreement.

B. Duties In The Event Of Occurrence, Claim Or Suit.

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - a. How, when and where the "occurrence" or offense took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any Covered Party, you must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved covered party must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the covered party because of injury or damage to which this coverage agreement may also apply.

4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us.

No person or organization has a right under this Coverage Agreement:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from a covered party; or
2. To sue us on this Coverage Agreement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Covered Party obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Covered Party and the claimant or the claimant's legal representative

D. Representations.

By accepting this agreement, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this agreement in reliance upon your representations.

E. Separation Of Covered Parties.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Agreement to the first named Covered Party, this coverage agreement applies:

1. As if each named Covered Party were the only named Covered Party; and
2. Separately to each covered party against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us.

If the covered party has rights to recover all or part of any payment we have made under this Coverage Agreement, those rights are transferred to us. The covered party must do nothing after loss to impair them. At our request, the covered party will bring "suit" or transfer those rights to us and help us enforce them.

G. When We Do Not Renew.

If we decide not to renew this Coverage Agreement, we will mail or deliver to the first named Covered Party shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;
2. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
3. Personal contact by your officials and employees with legislators identified by us.

I. Coordination of Coverage with Public Officials Liability

In the event of a suit of claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in FIA002 (10 16), I. OTHER COVERAGE OR INSURANCE also apply.

SECTION V – DEFINITIONS

A. "Advertising injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, title or slogan.

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 1. above; or
3. All parts of the world if:
 - a. The injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in 1. above; or

- (2) The activities of a person whose home is in the territory described in 1. above, but is away for a short time on your business; and
- b. The covered party's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 1. above or in a settlement we agree to.
- E. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- F. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. You have failed to fulfill the terms of a contract or agreement; or if such property can be restored to use by:
 3. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 4. Your fulfilling the terms of the contract or agreement.
- G. "Insured contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. An elevator maintenance agreement;
 6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

7. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - c. Under which the covered party, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the covered party's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
 - d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
 9. That does not comply with Florida Statute 768.28.
- H. "Loading or unloading" means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 2. While it is in or on an aircraft, watercraft or "auto"; or
 3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally

delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 - 6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing;
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- K. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
 - 1. Malicious prosecution;
 - 2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - 3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - 4. Oral or written publication of material that violates a person's right of privacy.
- L. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. 1. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned.
- 2. "Your work" will be deemed completed at the earliest of the following times:
 - a. When all of the work called for in your contract has been completed.
 - b. When all of the work to be done at the site has been completed if your contract calls for work at

more than one site.

- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

3. This hazard does not include "bodily injury" or "property damage" arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials;
- c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.

N. "Professional health care services" means any medical, surgical, nursing, psychiatric or dental service, except:

- 1. The acts of employed certified emergency medical service personnel in the course and scope of their duties; or
- 2. The acts of an employed Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.

O. "Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

P. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this coverage agreement applies are alleged. "Suit" includes:

- 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Q. "Your product"

- 1. means: any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. You;
 - b. Others trading under your name; or
 - c. A person or organization whose business or assets you have acquired; and
- 2. means: containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- 3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- 4. Includes: the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

R. "Your work"

- 1. means: work or operations performed by you or on your behalf; and
- 2. means: materials, parts or equipment furnished in connection with such work or operations.
- 3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- 4. includes: the providing of or failure to provide warnings or instructions.



**PUBLIC ENTITY
EMPLOYEE BENEFITS LIABILITY COVERAGE
(Occurrence)**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the
GENERAL LIABILITY COVERAGE FORM, FIA 300:

A. The following is added to **SECTION I - COVERAGES:**

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Coverage Agreement

a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of any act, error or omission, of the covered party, or of any other person for whose acts the covered party is legally liable, to which this coverage applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Coverage); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission occurs during the coverage agreement period.

2. Exclusions

This coverage does not apply to:

- a. Dishonest, Fraudulent, Criminal or Malicious Act
Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any covered party, including the willful or reckless violation of any statute.
- b. Bodily Injury, Property Damage, or Personal and Advertising Injury
"Bodily injury," "property damage" or "personal and advertising injury."
- c. Failure To Perform A Contract
Damages arising out of failure of performance of contract by any insurer.
- d. Insufficiency of Funds
Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."
- e. Inadequacy of Performance of Investment/Advice Given With Respect to Participation
Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."
- f. **Workers' Compensation and Similar Laws**
Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- g. **ERISA**
Damages for which any covered party is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
- h. **Available Benefits**
Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the covered party, from the applicable funds accrued or other collectible insurance.
- i. **Taxes, Fines or Penalties**
Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- j. **Employment-Related Practices**
Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- B. For the purposes of the coverage provided by this endorsement: Paragraphs 2., 8., 9., and 10. of the Supplementary Payments do not apply.
- C. For the purposes of the coverage provided by this endorsement, the following is added to Section II -Who Is A Covered Party:
 - 1. Each of the following is also a covered party:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
 - 2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Covered party if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage agreement period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, Section III - Limits Of Coverage is replaced by the following:
 - 1. Limits Of Coverage**
 - a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Covered parties;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";

- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program."
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."
- c. Subject to the Aggregate Limit, the Occurrence Limit is the most we will pay for all damages sustained by any "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage agreement period shown in the Declarations of the coverage agreement to which this endorsement is attached, unless the coverage agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Coverage.

2. Deductible

- a. Our obligation to pay damages on behalf of the covered party applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable per occurrence. The limits of coverage shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
 - c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved covered party, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions B. and D. of Section IV - Commercial General Liability Conditions are replaced by the following:
- B. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"
- 1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - a. What the act, error or omission was and when it occurred; and
 - b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - 2. If a "claim" is made or "suit" is brought against any covered party, you must:

- a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
 - 3. You and any other involved covered party must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the covered party because of an act, error or omission to which this coverage may also apply.
 - 4. No covered party will, except at that covered party's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:
- 1. "Administration" means:
 - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.
 - 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
 - 3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
 - 4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- G. For the purposes of the coverage provided by this endorsement, Definition P. of Section V - Definitions is replaced by the following:
- P. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the covered party must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the covered party submits with our consent.



**PUBLIC ENTITY
GENERAL LIABILITY FIA ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, FIA 300** and Items A through L except Item H applies to **PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES FORM, FIA 400**:

This coverage does not apply to any liability:

- A. 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.
- B. alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to \$100,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

- C. arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;
- D. arising out of or caused or contributed to by any subsidence, erosion or earth movement;
- E. arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
 - 1. Hospital;
 - 2. Clinic;
 - 3. Treatment center or other public medical, psychiatric or psychological facility
 - 4. Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration;
 - 5. Any other facility which is similar or related to any of the foregoing;

- F. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services", but not including emergency medical services for first aid performed by employed emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- G. arising out of or cause or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common;
- H. arising out of or caused or contributed to by any actual or alleged illegal discrimination;
- I. arising out of the sale or distribution or handling of contaminants, or pollutants including but not limited to acids, alkylides, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the named COVERED PARTY;
- J. arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorneys fees arising there from.
- K. arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official.



**PUBLIC ENTITY
GENERAL LIABILITY DEDUCTIBLE COVERAGE**

COVERED PARTY: Corkscrew Farms Community Development District
AGREEMENT NO: 100117337

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY

This endorsement modifies coverage provided under the
GENERAL LIABILITY COVERAGE FORM, FIA 300:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage," person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

- C. The terms of this coverage, including those with respect to:
 1. Our right and duty to defend the Covered Party against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence," claim, or "suit" apply irrespective of the application of the deductible amount.
- D.
 1. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
 2. In the event that an occurrence, accident or offense continues beyond the coverage period, the applicable deductible would apply separately to each coverage period in which the occurrence, accident or offense was committed or was alleged to have been committed.



**PUBLIC ENTITY
AUTOMOBILE LIABILITY DECLARATIONS**

ITEM ONE

COVERED PARTY: Corkscrew Farms Community Development District
 AGREEMENT NO: 100117337

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

This agreement provides only those coverages where a symbol is shown in the covered autos column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Public Entity Automobile Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Auto Section of the Public Entity Automobile Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	DEDUCTIBLE subject to FIA 506
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION (or equivalent no-fault coverage)	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	N/A	Not Included	Not Included
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	N/A	Not Included	Not Included
PHYSICAL DAMAGE COLLISION COVERAGE	N/A	Not Included	Not Included
PHYSICAL DAMAGE TOWING AND LABOR	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003.



**PUBLIC ENTITY
AUTOMOBILE LIABILITY COVERAGE FORM**

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Parties shown in the Declarations. The words "we," "us" and "our" refer to Florida Insurance Alliance providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. 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 MOTORISTS 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 or your personal affairs.

B. Owned Autos You Acquire After The Coverage Agreement Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during remainder of annual coverage term.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
 - c. Additional and return premium will be subject to pro-rata adjustment.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II- LIABILITY COVERAGE

A. Coverage

We will pay all sums a "covered party" legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums a "covered party" legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident."

We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow. For a covered "auto" that is a "leased auto" Who Is A Covered Party is changed to include the lessor as a "covered party."

The coverages provided under this endorsement apply to any "leased auto" until the expiration date of the Common Declarations page, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

1. Who Is A Covered Party

The following are "covered parties":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
 - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of a "covered party" described above but only to the extent of that liability.

2. Coverage Extensions

- a. Supplementary Payments. In addition to the Limit of Coverage, we will pay for the "covered party":

- (1) All expenses we incur.
 - (2) Up to \$1,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Coverage.
 - (4) All reasonable expenses incurred by the "covered party" at our request, including actual loss of earning up to \$250 a day because of time off from work.
 - (5) All costs taxed against the "covered party" in any "suit" we defend.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.
- b. Out-of-State Coverage Extensions.
- While a covered "auto" is away from the state where it is licensed we will:
- (1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
 - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "covered party."

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "covered party" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "covered party" or the "covered party's" coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An employee of the "covered party" arising out of and in the course of employment by the "covered party"; or

- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "covered party" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the "covered party" under an "insured contract."

5. Fellow Employee

"Bodily injury" to any fellow employee of the "covered party" arising out of and in the course of the fellow employee's employment.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "covered party" or in the "covered party's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "covered party" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "covered parties."

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned. In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations. Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b.

above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "covered party"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

- (3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. **War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. **Professional Liability**

"Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

C. Limit Of Coverage

1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Coverage for Liability Coverage shown in the Declarations.
2. All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."
3. No one will be entitled to receive duplicative payments for the same elements of "loss" under this Coverage Agreement and any Medical payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Agreement.
4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Coverage shown in the Declarations – FLORIDA AUTOMOBILE LIABILITY LIMITS we will pay:

- a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;
 - b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or
 - c. The amount shown in the Limit of Coverage shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.
5. Damages will not include:
- a. taxes, fines, penalties, or sanctions;
 - b. punitive or exemplary damages or the multiple portion of any multiplied damages award;
 - c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or
 - d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

Section III – Physical Damage Coverage

A. Coverage

1. We will Pay for “loss” to a covered “auto” or its equipment under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The Covered “auto’s” collision with another object; or
 - (2) The covered “auto’s” overturn
 - b. Specified Causes of Loss Coverage. Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered “auto.”
 - c. Collision Coverage. Caused by:
 - (1) The covered “auto’s” collision with another object; or
 - (2) The covered “auto’s” overturn.
2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered “auto” of the private passenger type is disabled. However, the labor must be performed at the place of disablement.
3. Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered “auto,” we will pay for the following under Comprehensive Coverage:

 - a. Glass breakage;
 - b. “Loss” caused by hitting a bird or animal; and
 - c. “Loss” caused by falling objects or missiles

However, you have the option of having glass breakage caused by a covered “auto’s” collision or overturn considered a “loss” under collision coverage.
4. Coverage Extension. We will pay up to \$30 per day to a maximum of \$900 for transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the coverage agreement’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

B. Exclusions

1. We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss.”
 - a. Nuclear Hazard.
 - (1) The explosion of any weapon employing atomic fission or fusion; or

- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

- (1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."
- (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- (3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
- (4) Equipment designed or used for the detection or location of radar.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this agreement:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

c. We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, or stunting activity, or while practicing for any such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

C. Limit of Coverage

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. 110% of the value reported on the applicable schedule
4. If the valuation type shown on the automobile schedule is "agreed value", then items C1, 2 and 3 do not apply and the loss is paid based on the agreed value on the schedule, less the applicable deductible

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a Covered Party who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

B. Who Is A Covered Party

1. You while "occupying" or, while a pedestrian, when struck by any "auto."
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Covered Party while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to a Covered Party while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by a Covered Party while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by a covered party while the "auto" is being prepared for such a contest or activity.

D. Limit of Coverage

Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for "bodily injury" for each Covered Party injured in any one "accident" is the Limit Of Coverage for Auto Medical Payments Coverage shown in the Declarations.

E. Changes In Conditions

Section IV - Conditions are changed for Auto Medical Payments Coverage as follows:

1. Section IV.A.5 - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage - Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

SECTION V - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Coverage Agreement Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "covered party's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "covered party" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "covered party's" own cost.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "covered party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this coverage agreement to bring us into an action to determine the "covered party's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property; or

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

6. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

- a. Formal proclamations or resolutions by your governing board in opposition to such legislation;
- b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and
- c. Personal contact by your officials and employees with legislators identified by us.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "covered party" or the "covered party's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "covered party," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Coverage Agreement Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the Coverage Agreement period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico; and
- (4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited

against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.

- b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

6. Two Or More Coverage Forms Or Agreements Issued By Us

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand or order; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants.""Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "covered party";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
 - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
 - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of "mobile equipment."
- d. Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:
- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (2) (The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.
- F. "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- G. "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.
- H. "Loss" means direct and accidental loss or damage.
- I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 - 6. Vehicles not described in paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
 - 7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- J. "Pollutants" means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- K. "Property damage" means damage to or loss of use of tangible property.
- L. "Suit" means a civil proceeding in which:
 - (1) Damages because of "bodily injury" or "property damage"; or
 - (2) A "covered pollution cost or expense"to which this coverage applies, are alleged.
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.
- M. "Trailer" includes semitrailer.



**PUBLIC ENTITY
FLORIDA CHANGES (AUTOMOBILE)**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the
AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following condition is added to the General Conditions:

Mediation

1. In any claim filed by an "covered party" with us for:

- a. "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
- b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
- c. "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- 2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
- 3. The request must state:
 - a. Why mediation is being requested.
 - b. The issues in dispute, which are to be mediated.
- 4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- 5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- 6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.



**PUBLIC ENTITY
AUTOMOBILE DEDUCTIBLE LIABILITY COVERAGE**

COVERED PARTY: Corkscrew Farms Community Development District
AGREEMENT NO: 100117337

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY

This endorsement modifies coverage provided under the
AUTOMOBILE COVERAGE FORM, FIA 500:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

LIABILITY COVERAGE is changed as follows:

A. LIABILITY COVERAGE DEDUCTIBLE

The damages caused in any one "accident" that would otherwise be payable under LIABILITY COVERAGE will be reduced by the Liability Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLES

1. Per Person

The damages that would otherwise be payable under LIABILITY COVERAGE for "bodily injury" sustained by any one person, in any one "accident," will be reduced by the "Bodily Injury" Per Person Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

2. Per Accident

The damages that would otherwise be payable under LIABILITY COVERAGE for all "bodily injury" caused in any one "accident" will be reduced by the "Bodily Injury" Per "Accident" Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE

The damages that would otherwise be payable under LIABILITY COVERAGE for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Per "Accident" Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

D. OUR RIGHT TO REIMBURSEMENT

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.



**PUBLIC ENTITY
FLORIDA PERSONAL INJURY PROTECTION**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500**:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We agree with the "Named Covered Party", subject to all the provisions of this endorsement and to all of the provisions of the agreement except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of \$0 is applicable to the following "Named Covered Party" only:

Corkscrew Farms Community Development District

<u>Benefits</u>	<u>Limit Per Person</u>
Total Aggregate Limit	Up to \$10,000 Limit
Death Benefits	\$5,000 (included in aggregate)
Medical Expenses	80% of medical expenses subject to total aggregate limit
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services	Expense subject to total aggregate limit

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law to or for a "covered party" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of a "motor vehicle." Subject to the limits shown in the schedule, these Personal Injury

Protection benefits consist of the following:

1. Medical Expense
All reasonable "medically necessary" expenses for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for a "Covered Party" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary."
2. Replacement Services Expenses
With respect to the period of disability of the injured person all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household;
3. Work Loss
With respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person; and
4. Death Benefits

B. Who Is A Covered party

1. The "Named Covered Party."
2. If the "Named Covered Party" is an individual, any "family member."
3. Any other person while "occupying" a covered "motor vehicle" with the "Named Covered Party's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle."

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "Named Covered Party" or any "family member" while "occupying" any "motor vehicle" owned by the "named covered party" that is not a covered "motor vehicle";
2. Sustained by any person while operating the covered "motor vehicle" without the "Named Covered Party's" expressed or implied consent;
3. Sustained by any person:
4. Caused by his or her own intentional act; or
5. While committing a felony.
6. To the "Named Covered Party" or any "family member" for work loss if an entry in the Schedule or Declarations indicates that coverage for work loss does not apply;
7. To any "pedestrian," other than the "Named Covered Party" or any "family member," not a legal resident of the state of Florida;
8. To any person, other than the "Named Covered Party" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
9. To any person, other than the "Named Covered Party," or any "family member," who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this agreement or from the "owner's" insurer; or
10. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limit Of Coverage

1. Regardless of the number of persons covered, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this agreement, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident," shall be \$10,000, provided that payment for death benefits included within the total aggregate, shall be \$5,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this agreement, we will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule will be deducted from the total amount of expenses and losses listed in Paragraphs A.1, A.2, and A.3 of this endorsement before the application of any percentage limitation for each "Covered Party" to whom the deductible applies. The deductible does not apply to the death benefit.

E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event Of Accident, Claim, Suit Or Loss
In the event of an "accident," the "Named Covered Party" must give us or our authorized representative prompt written notice of the "accident."
If any injured person or his or her legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.
2. Legal Action Against Us is changed by adding the following:
No one may bring a legal action against us under this coverage until 30 days after the required notice of "accident" and reasonable proof of claim have been filed with us.
3. Transfer Of Rights Of Recovery Against Others To Us is replaced by the following:
Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:
 - a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
 - b. If any person to or for whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
 - c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle."

4. The Concealment, Misrepresentation Or Fraud provision is replaced by the following:
We do not provide coverage under this endorsement for a "Covered Party" if that "Covered Party" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "Covered Party" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "Covered Party" who committed the fraud. Any benefits paid prior to the discovery of that "Covered Party's" fraud shall be recoverable from that "Covered Party."

F. Additional Conditions

The following Conditions are added:

1. Mediation

- a. In any claim filed by a "Covered Party" with us for:
 - (1) "Bodily injury" in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto;"
 - (2) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
 - (3) "Loss" to a covered "auto" or its equipment, in any amount.

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- b. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Modification Of Agreement Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorists Coverage afforded by the agreement shall be excess over any personal injury protection benefits paid or payable. Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the agreement shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

3. Proof Of Claim; Medical Reports And Examinations; Payment Of Claim Withheld

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and

treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, we will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. Provisional Premium

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, Medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this agreement is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "Named Covered Party" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous agreement.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the "Named Covered Party" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

5. Special Provisions For Rented Or Leased Vehicles

Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:

The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Agreement Period; Territory

The coverage under this Section applies only to "accidents" which occur during the agreement period:

- a. In the state of Florida;
- b. As respects the "Named Covered Party" or any "family member," while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the "Named Covered Party," while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions

As used in this endorsement:

1. "Motor vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;
However, "motor vehicle" does not include:
 - a. A mobile home;
 - b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.
2. "Family member" means a person related to the "named covered party" by blood, marriage or adoption including a ward or foster child who is a resident of the same household as the "named covered party."
3. "Named Covered Party" means the person or organization named in the Declarations of the agreement and, if an individual, shall include the spouse if a resident of the same household.
4. "Occupying" means in or upon or entering into or alighting from.
5. "Owner" means a person or organization who holds the legal title to a "motor vehicle," and also includes:
 - a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a security agreement;
 - b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
7. "Medically necessary" refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician, or other health care provider.



**PUBLIC ENTITY
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY

This endorsement modifies coverage provided under the
AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Section II - Liability Coverage is changed as follows:

1. Paragraph a. of the Pollution Exclusion (B.11.) applies only to liability assumed under a contract or agreement.
2. Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes In Section V – Definitions

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto" not designed or used for storing or hauling fuel or oil; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



**PUBLIC ENTITY
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

I. The coverage does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - 1. With respect to which a "Covered Party" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Covered Party" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 - 1. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a "Covered Party" or (b) has been discharged or dispersed therefrom;
 - 2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a "Covered Party"; or
 - 3. The "bodily injury" or "property damage" arises out of the furnishing by a "Covered Party" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- D. Under any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

II. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "Covered Party" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



**PUBLIC ENTITY
AUTOMATIC ADDITIONAL COVERED PARTIES**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE LIABILITY COVERAGE FORM, FIA 500** and the **GENERAL LIABILITY COVERAGE FORM, FIA 300**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

☒ **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION I - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written "insured contract" to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the **Covered Party's** operations, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

☒ **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written equipment lease or rental agreement to name as an **Additional Covered Party**, but only with respect to liability arising out of the sole negligence of the **Covered Party**, and only while such equipment is in the care, custody or control of the **Covered Party**, or any employee or agent of the **Covered Party**.

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any

purpose exercising physical control.

☒ **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

SECTION II - WHO IS A COVERED PARTY is amended to include any person(s) or organization(s) (hereinafter called **Additional Covered Party**) with whom the **Covered Party** agrees in a written agreement to name as an **Additional Covered Party**, but only with respect to liability arising, in whole or in part, out of the "premises" leased to the **Covered Party** by such person(s) or organization(s).

The coverage afforded to the **Additional Covered Party** does not apply to:

- (1) "Bodily injury" or "property damage" occurring after the **Covered Party** ceases to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party**;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party**;
- (4) Liability assumed by the **Additional Covered Party** under any contract or agreement;
- (5) "Property damage" to:
 - (a) Property owned, used, occupied by, or rented to the **Additional Covered Party**;
 - (b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party**, its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of either the **Covered Party's** or the **Additional Covered Party's** sovereign immunity nor shall any provision of this agreement increase the liability of the **Covered Party** or the **Additional Covered Party**, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.



Two or More Coverage Forms

This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

- FIA 020 (10 16) - Crime Declarations
- X FIA 030 (10 16) - General Liability Declarations
- FIA 040 (10 16) - Public Officials' Liability and Employment Practices Declarations
- X FIA 050 (10 16) - Automobile Liability Declarations

The following is added to the **Common Policy Conditions**:

Two or More Coverage Forms:

If more than one Coverage form listed above applies to the same **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit**, the maximum Limit of Insurance under all of the Coverage Forms will not exceed the highest applicable Limit of Insurance under any one Coverage Form.

The **Retained Limit** or deductible applicable to any such **Occurrence, Offense, Accident, Wrongful Act, Loss, Claim, or Suit** will be the **Retained Limit** or deductible applicable to the Coverage Form which has the highest applicable Limit of Insurance, unless the Coverage Form has been endorsed to provide a separate Limit of Insurance and **Retained Limit** or deductible that apply to that specific risk. If the Limit of Insurance is the same for all Coverage Forms, the lowest applicable **Retained Limit** or deductible will apply.

For the purpose of this endorsement, **Wrongful Act** includes any coverage provided on the basis of a wrongful act, including but not limited to **Employment Practices Wrongful Act, Public Officials Wrongful Act, Employee Benefits Wrongful Act, Educators Legal Wrongful Act** and **Sexual Abuse and/or Molestation Wrongful Act**.



CLAIMS NOTICE

All claims and service of suit:

EGIS INSURANCE & RISK ADVISORS
250 International Parkway, Suite 260
Lake Mary, FL 32746-5022



Coverage Agreement Endorsement

Endorsement No.: 1
Member: Corkscrew Farms Community Development
District

Effective Date: 03/17/2018
Agreement No.: 100117337

Coverage Period: February 15, 2018 to October 1, 2018

In consideration of **an additional premium of \$1,356.00**, the coverage agreement is amended as follows:

Public Officials and Employment Practices Liability

Added:

Public Officials and Employment Practices Liability

Limit:


Per Claim: \$1,000,000

Aggregate: \$2,000,000

Deductible: \$0

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: March 14, 2018

Authorized by: 



**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY
COVERAGE PART DECLARATIONS**

COVERED PARTY: Corkscrew Farms Community Development District
AGREEMENT NO: 100117337

SCHEDULE OF COVERAGE AND LIMITS OF LIABILITY

Coverage is only provided for the coverages indicated by a check mark (☑).

<u>Deductibles</u>			
	Public Officials' Liability	\$0	
	Employment Practices Liability	\$0	
	Third Party Employment Practices Liability	\$15,000	
	Public Crisis Event	\$5,000	
<u>Coverage</u>			
<input checked="" type="checkbox"/>	Public Officials' Liability	\$1,000,000	Per Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	
<input checked="" type="checkbox"/>	Employment Practices Liability	\$1,000,000	Per Claim
		\$2,000,000	Aggregate Limit
	Retroactive Date	<input type="text"/>	
<input checked="" type="checkbox"/>	Public Crisis Events	\$25,000	Per Claim
Note: Full Prior Acts if no Retroactive Date is shown above.			

FORMS APPLICABLE TO ALL COVERAGE PARTS: See Schedule of forms and Endorsements – FIA 003



**PUBLIC ENTITY
PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
(Claims Made and Reported)**

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Coverage Agreement**, the **Covered Parties** and Florida Insurance Alliance agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Liability

B. Florida Insurance Alliance will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to Florida Insurance Alliance during the **Agreement Period** or, if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act** in the performance of or failure to perform duties for the **Public Entity**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period**.

C. Employment Practices Liability and Third Party Liability

If coverage is granted pursuant to the **Declarations**, Florida Insurance Alliance will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to Florida Insurance Alliance during the **Agreement Period**, or if exercised, the **Extended Reporting Period**, by reason of a **Wrongful Act**, if such **Claim** is brought and maintained by or on behalf of any past, present or prospective full-time, part-time, temporary or leased employee(s) of the **Public Entity**. The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period**.

D. Public Officials Crisis Management Coverage

Florida Insurance Alliance will pay on behalf of the **Covered Party**, in excess of the Deductible and subject to the Limit of Liability set forth in the Declarations, those **Crisis Management Expenses** incurred by the **Covered Party** in response to any **Public Crisis Event** first taking place during the **Agreement Period** and reported to Florida Insurance Alliance in accordance with Section VIII. E. of this Coverage Agreement.

SECTION II - SUPPLEMENTARY PAYMENTS

A. Pre-Termination

If during the **Agreement Period** you report a potential termination of any employee to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and

2. If applicable, legal assistance in handling the termination.

The most we will pay is \$2,500 for each potential employee termination, subject to an **Agreement Period** aggregate of \$5,000.

B. Non-Monetary claims

Florida Insurance Alliance shall defend a claim seeking relief or redress in any form other than monetary damages, provided said claim is not otherwise excluded, or **Claim Expenses** for a claim seeking such non-monetary relief, subject to the following conditions:

1. **Defense costs** under this section have an aggregate limit of liability of \$100,000, beyond the members' deductible. This limit shall be part of the Limit of Liability stated in the **Declarations**, and again is subject to the per **Claim** Deductible;
2. Florida Insurance Alliance defends the **Claim** from first notice to **Covered Party**.

SECTION III – DEFINITIONS

When used in this **Coverage Agreement**:

- A. **Agreement Period** the period of time specified in the **Declarations**, subject to prior termination pursuant to **FIA 002 A. Cancellation of the Coverage Agreement**.
- B. **Advertising Injury** means any damages based upon or arising out of a wrongful act from one or more of the following:
 1. violation of property rights;
 2. misappropriation of advertising ideas or style of business;
 3. infringement of copyright title or slogan.
- C. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the Covered Parties to Florida Insurance Alliance in connection with Florida Insurance Alliance underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement**.
- D. **Bodily Injury** means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.
- E. **Business Invitee** means a natural person, solely in their capacity as one who is invited to enter into and remain on any **Premises** for a purpose directly or indirectly connected with the business or commercial dealings of the **Public Entity** therein. A **Business Invitee** shall not, under any circumstances, include a trespasser or any other person who enters any **Premises** without the **Covered Party** knowledge or permission, or any **Employee**, or any student or minor.
- F. **Claim Expenses** means:
 1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by Florida Insurance Alliance, or by the **Covered Party** with Florida Insurance Alliance's prior written consent, in the investigation and defense of covered **Claims**;

2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided Florida Insurance Alliance shall have no obligation to apply for or furnish such bond; and
3. prejudgment and post judgment interest awarded in any **Claim**.

Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of Florida Insurance Alliance or the Named **Covered Party**.

G. **Claim** means:

1. a civil proceeding against any **Covered Party** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. an administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Covered Party**, commenced by the filing of a notice of charges, investigative order or similar document.

H. **Coverage Agreement** means, collectively, the **Declarations**, FIA 002 The Common Agreement Conditions, the **Application**, this **Coverage Agreement** form and any endorsements.

I. **Covered Party** means:

1. the **Public Entity**;
2. all persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the **Public Entity**;
3. commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this **Coverage Agreement**;
4. volunteers and leased employees acting for or on behalf of, and at the request and under the direction of, the **Public Entity**;
5. officials and employees of the **Public Entity** appointed at the request of the **Public Entity** to serve with an outside tax exempt entity; and
6. the Medical Director for the **Covered Party** Florida **Public Entity**, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

J. **Crisis Management Expenses** means **Public Relations Expenses, Travel/ Printing Expenses, Family Travel Expenses** and **Post –Crisis Expense**; provided however, that **Crisis Management Expenses** shall not include:

1. the **Covered Party's** overhead expenses or any salaries, wages, fees or benefits of **Employees**;
2. the cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**;
3. any fees or expenses, legal or otherwise, related to civil, administrative or criminal investigations, proceedings or litigation.

K. **Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired or appointed by the **Covered Party** to perform Crisis Management Services in connection with the **Public Crisis Event**. It shall be the duty of the **Public Entity** to select and retain the Crisis Management Firm.

L. **Damages** means compensatory damages which the **Covered Party** becomes legally obligated to pay on account of a covered **Wrongful Act**, by way of judgment, award or, with the prior written consent of Florida Insurance Alliance, settlement.

Damages shall not include:

1. taxes, fines, penalties, or sanctions;
 2. punitive or exemplary damages or the multiple portion of any multiplied damages award;
 3. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed;
- or

4. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

M. **Emergency Response Plan** means:

1. a formal written and adopted public safety and crisis response manual that details the **Covered Party's** policies and procedures in the event of an **Public Crisis Event**; or
2. in the absence of such formal written manual, any applicable federal, state or local law, ordinance or statute that authorizes the **Covered Party** to take emergency action or specifically describes the obligations of the Public Entity in the event of a public emergency.

N. **Employee** means the following natural persons, but only for **Wrongful Acts** committed while acting within the scope of employment for the **Covered Party**.

1. full-time, part-time, seasonal and temporary employees; and
2. all persons who perform services on a volunteer basis for the **Covered Party**, and under the direction and control of the **Covered Party**.

Employee shall not include persons providing services to the **Covered Party** under a mutual aid agreement or any similar agreements.

O. **Extended Reporting Period** means the period for the extension of coverage, if exercised, described in Section VI.

P. **Family Travel Expenses** means the reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after such **Public Crisis Event** took place to travel to the location where the **Public Crisis Event** took place, so long as the **Public Crisis Event** took place on an official trip sponsored by the **Covered Party**. For the purpose of this definition, coach air transportation and/or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

Q. **Personal Injury** means injury arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. libel, slander or other defamatory or disparaging material;
4. publication or an utterance in violation of an individual's right to privacy; and
5. wrongful entry or eviction, or other invasion of the right to private occupancy.

R. **Pollutants** shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Covered Party** for consumption and electric or magnetic or electromagnetic field. **Pollutants** shall also include any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

S. **Post-Crisis Expenses** means the reasonable costs incurred by the **Covered Party** within sixty (60) days after the **Public Crisis Event** took place to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of the **Covered Party's Premises** and may assist in prevention or mitigation of future **Public Crisis Events**.

T. **Premises** means the following, if located in the continental United States:

1. any building, facility or other real property including adjoining ways, which the **Covered Party** owns, rents or leases and is used by the **Covered Party** to conduct its business, including administration, maintenance and recreational facilities;
2. any other building, facility, or other real property, but solely if being visited by the **Public**

Entity's elected or appointed or employed officials, dictators, members of commissions, boards or other units operated by the **Covered Party** and under its jurisdiction, or **Employees**, on an official business trip on behalf of by the **Covered Party**;

3. any vehicle that the **Covered Party** owns or leases pursuant to a written contract, but solely if being used in the transportation of the **Public Entity's** elected or appointed or employed officials, directors, members of commissions, boards or other units operated by the **Public Entity** and under its jurisdiction, or **Employees**;

Premises does not include: (i) any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Covered Party**, other than as described in paragraph 2. above; (ii) any location for an event independently organized by **Employees** or others without the knowledge or approval of the **Covered Party**; or (iii) any vehicle, other than as described in paragraph 3. above.

U. **Property Damage** means:

1. physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. loss of use of tangible property which has not been physically injured, damaged or destroyed.

V. **Public Crisis Event** means:

1. any violent act of a criminal nature taking place on the **Covered Party's Premises** which caused **Bodily Injury** to a **Victim**; or
2. a credible threat communicated to the **Covered Party** of a violent act of a criminal nature taking place on the **Covered Party's Premises** which the **Covered Party** reasonably believed may imminently cause **Bodily Injury** to a **Victim**;

In response to which the **Covered Party**

- (i) Implements its **Emergency Response Plan**;
- (ii) contact federal, state or local policy authorities for assistance; and
- (iii) invokes an emergency succession plan due to **Bodily Injury** to a **Victim**, or the credible threat thereof.

Public Crisis Event involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first violent act began or threat occurred. Continuous or repeated exposure to substantially the same acts or threats, regardless of how many **Victims** by the same perpetrator, or two or more perpetrators acting in concert, shall be considered one **Public Crisis Event**.

W. **Public Entity** means the municipality, governmental body, department or unit which is named in the **Declarations**.

X. **Public Relations Expenses** means the reasonable and necessary fees and expenses incurred by the **Covered Party** in response to a **Public Crisis Event**, within 120 days after such **Public Crisis Event** took place, for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Covered Party** arising from such **Public Crisis Event**, including but not limited to maintaining and restoring public confidence in the **Covered Party** and providing advice to the **Covered Party**.

Y. **Related Claims** means all **Claims** arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Agreement Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Covered Party**, regardless of whether that earliest date is before the **Agreement Period**, during the **Agreement Period**, or during the **Extended**

Reporting Period, and regardless of the number of **Related Claims**, claimants, defendants or causes of action.

Z. **Related Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

AA. **Retaliation** means a wrongful act of a **Covered Party** relating to or alleged to be in response to any of the following activities:

1. the disclosure or threat of disclosure by an employee of the **Public Entity** to a superior or to any governmental agency of any act by a **Covered Party** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder,
2. the actual or attempted exercise by an employee of the **Public Entity** of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights,
3. the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law,
4. strikes by employees of the **Public Entity**, or
5. political affiliation.

BB. **Retroactive Date** means the date specified in the **Declarations**.

CC. **Travel/Printing Expenses** means the reasonable and necessary expense incurred by the **Covered Party** in response to a **Public Crisis Event** within 120 days after such **Public Crisis Event** took place for printing, advertising, mailing materials, or travel by any **Covered Party** or the **Crisis Management Firm** in connection with such **Public Crisis Event**.

DD. **Victim** means:

1. any elected or appointed or employed officials, directors, members of commissions, boards or other unit operated by the **Covered Party** and under its jurisdiction.
2. any **Business Invitee**; or
3. any **Employee**;

Who sustain(s) a **Bodily Injury**.

Provided however, **Victim** shall not include any independent contractor or subcontracted personnel working on the **Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Public Crisis Event**.

EE. **Wrongful Act** means:

1. With respect to Public Officials Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by the **Public Entity**, or by any other **Covered Party** solely in the performance of duties for the **Public Entity**.
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** or **Third Party** committed by the **Public Entity**, or by any other **Covered Party** solely in the performance of duties for the **Public Entity**.

FF. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination of employment, whether actual or constructive;
2. employment related misrepresentation;
3. violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;

4. sexual harassment or other unlawful workplace harassment;
5. wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;
6. wrongful discipline of employees;
7. negligent evaluation of employees;
8. failure to adopt adequate workplace or employment policies and procedures; or
9. employment related libel, slander, defamation or invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

GG. Wrongful Third Party means any actual or alleged against **Covered Party** by a third party individual (other than another **Covered Party**, or a student or minor) with whom a **Covered Party** interacts for the Premises of conducting official business on behalf of the **Covered Party**:

1. harassment (including sexual harassment);
2. discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws; or;
3. invasion of privacy;

SECTION IV – EXCLUSIONS

Florida Insurance Alliance shall not be liable for **Damages** or Claims Expenses on account of any Claim:

- A. based upon, arising out or attributable to any actual dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by a **Covered Party**. The applicability to this exclusion to any specific **Covered Party** may be determined by an admission of such **Covered Party**, a finding, or a final adjudication on the proceeding constituting the **Claim** or in a proceeding separate from or collateral to the **Claim**. If any specific **Covered Party** in fact engaged in the conduct specified in this **Exclusion**, such **Covered Party** shall reimburse Florida Insurance Alliance for any **Claim Expense** advanced to or on behalf of such **Covered Party**.
- B. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking such non-monetary relief, except as provided in the Supplementary Payments above.
- C. alleging, based upon, arising out or attributable to any:
 1. **Bodily Injury;**
 2. **Property Damage;**
 3. **Personal Injury;**
 4. **Advertising Injury;**
 5. any allegation that a **Covered Party** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items C 1, 2, 3 and 4 above; or
 6. any willful violation of any statute, ordinance or regulation committed by you or with your knowledge or consent as it relates to items C 1, 2, 3, and 4 above.
- D. alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.
- E. alleging, based upon, arising out or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- F. alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.
- G. alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial advantage to which the **Covered Party** was not legally entitled.

- H. alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.
- I. alleging, based upon, arising out or attributable to:
 - 1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - 2. any direction or request that any **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.
- J. alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- K. alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- L. brought or maintained by or on behalf of or in the right of any **Covered Party**, however, with respects any **Claim** alleging any **Wrongful Employment Practices**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Covered Party** against another **Covered Party**.
- M. alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Covered Party** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices**.
- N. alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Covered Party** under any contract or agreement, unless such liability would have attached to the **Covered Party** even in the absence of such contract.
- O. alleging, based upon, arising out or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition.
- P. alleging, based upon, arising out or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes, or other health care operations, unless specifically included by endorsement attached.
- Q. alleging, based upon, arising out or attributable to the rendering or failure to render medical services, including without limitation:
 - 1. providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
 - 2. furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
 - 3. handling, arranging or performing post-mortem examinations on human bodies;
 - 4. providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society;
 - 5. providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or
 - 6. proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.
- R. alleging, based upon, arising out or attributable to (1) any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by Florida Insurance Alliance, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein, or (2) any other **Wrongful Act** which, together with a

Wrongful Act in any prior or pending litigation, would constitute **Related Wrongful Acts**.

- S. alleging, based upon, arising out or attributable to (1) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.
- T. alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by Florida Insurance Alliance and continuously renewed and maintained, if on or before such date any **Covered Party** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- U. solely with respect to any **Claim** under Coverage Agreements Clause B, Employment Practices Liability:
 - 1. alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by (i) any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (ii) the Fair Labor Standards Act (except the Equal Pay Act), (iii) the National Labor Relations Act, (iv) the Worker Adjustment and Retraining Notification Act, (v) the Consolidated Omnibus Budget Reconciliation Act, (vi) the Occupational Safety and Health Act, any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to a **Claim** for **Retaliation**.
 - 2. alleging, based upon, arising out or attributable to any costs or liability incurred by any **Covered Party** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.
- V. arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.
- W. based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.
- X. any "loss" based upon or arising out of:
 - a. Any activity for which the insured is acting in a Fiduciary capacity; or
 - b. Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
 - c. The formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- Y. wrongful acts arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- P. Based upon, directly or indirectly resulting from, or in consequence of or in any way involving the actual, alleged or threatened:
 - 1. abuse or molestation by anyone of any person while in the care, custody or control of any **Covered Party**;
 - 2. the negligent employment, investigation, supervision or retention of any **Covered Party** alleged

- to have abused or molested any person while in the care, custody or control of any **Covered Party**; or
3. the failure of any **Covered Party** to report abuse or molestation when required to do so.

However, Florida Insurance Alliance will afford a defense solely to the **Covered Party** for such **Claims** as provided in SECTION VII. LIMIT OF LIABILITY, paragraph number A. 4.

As used in this endorsement, the following **DEFINITIONS** apply:

“Sexual molestation” means physical “sexual abuse” of any person, including but not limited to, any non-consensual physical sexual involvement or physical sexual contact.

“Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes “sexual molestation”, sexual assault, sexual exploitation, or sexual injury. It does not include sexual harassment.

- Q. Any “loss”, injury, damages, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:
- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
 - (2) Unauthorized computer code or programming that:
 - (a) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
 - (b) Replicates itself, impairing the performance of computers or computer systems or networks; or
 - (c) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action

Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism

Exclusion supersedes this Electronic Vandalism Exclusion.

Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the Covered Party.

SECTION V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Covered Party** shall be considered Covered Parties under this **Coverage Agreement**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Covered Party** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Coverage Agreement** including, without limitation, the Deductible applicable to **Damages** and **Claims Expenses** incurred by Covered Parties shown in the **Declarations**, shall also apply to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

SECTION VI - EXTENDED REPORTING PERIODS

If Florida Insurance Alliance terminates or does not renew this **Coverage Agreement** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Coverage Agreement** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Coverage Agreement** for at least one **Extended Reporting Period** as follows:

A. Automatic Extended Reporting Period

The **Public Entity** shall have continued coverage granted by this **Coverage Agreement** for a period of seventy five 75 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 75 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Public Entity**.

B. Optional Extended Reporting Period

The **Public Entity** shall have the right, upon payment of the additional premium of 100% of the expiring premium, set forth in the **Declarations**, to purchase an Optional **Extended Reporting Period**, for the period of 12 months following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal and subsequent to the retroactive date shown on the declarations page.

This right to continue coverage shall lapse written notice of such election is given by the **Public Entity** to Florida Insurance Alliance, and Florida Insurance Alliance receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.

The first 75 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C. Florida Insurance Alliance shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such premium shall be paid by the **Public Entity** to Florida Insurance Alliance within 30 days following the effective date of termination or nonrenewal. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.

- D. The **Extended Reporting Period**, if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Coverage Agreement Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of Florida Insurance Alliance for the **Agreement Period** and **Extended Reporting Period**, combined.
- E. A change in **Coverage Agreement** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

SECTION VII - LIMIT OF LIABILITY

In the event of a suit or claim triggering coverage under this Coverage Part and the GENERAL LIABILITY COVERAGE PART, the terms and conditions in FIA 090, D. COORDINATION OF COVERAGES also apply.

Regardless of the number of Coverages purchased, Covered Parties against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**:

A. Limit of Liability for Coverage(s) Purchased

1. The Each **Claim** Limit of Liability stated in the **Declarations** for a Coverage purchased is Florida Insurance Alliance's maximum liability under that Coverage for the sum of all **Damages** and all **Claims Expenses** because of each **Claim**, including each **Claim** alleging **Related Wrongful Acts**, first made and reported during the **Agreement Period**.
2. The Aggregate Limit of Liability stated in the **Declarations** for a Coverage purchased is Florida Insurance Alliance's maximum liability under that Coverage for the sum of all **Damages** because of all **Claims**, including all **Claims** alleging **Related Wrongful Acts**, first made and reported during the **Agreement Period**.
3. **Claims Expenses** shall be in addition to the Aggregate Limit of Liability stated in the **Declarations**, and shall not reduce such Aggregate Limit of Liability.

B. Maximum **Coverage Agreement** Aggregate Limit of Liability

- C. The Maximum **Coverage Agreement** Aggregate Limit of Liability stated in the **Declarations** is Florida Insurance Alliance's maximum liability under all Coverages purchased for the sum of all **Damages** under this **Coverage Agreement**.

D. Deductible

The Deductible stated in the **Declarations** is applicable to each **Claim** under the **Coverage Agreement** Clauses indicated, including each **Claim** alleging **Related Wrongful Acts**, and applies to both **Damages** and **Claims Expenses** combined. The Deductible shall be paid by the **Public Entity** and shall be borne at the risk of all Covered Parties, and shall remain not covered during the **Agreement Period**. The Limits of Liability set forth in the **Declarations** are in addition to and in excess of the Deductible. If different parts of a single **Claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages** and **Claims Expenses**, but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments made under this agreement, unless otherwise stated.

E. Multiple Claims

All **Related Claims** shall be deemed a single **Claim**, and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

SECTION VIII – NOTICE

- A. The **Covered Party** shall, as a condition precedent to the obligations of Florida Insurance Alliance under this **Coverage Agreement**, give immediate written notice to Florida Insurance Alliance of any **Claim**, but in no event later than 30 days after the end of the **Agreement Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period**.
- B. The **Covered Party** shall immediately forward to Florida Insurance Alliance, every demand, notice, summons, or other process or pleadings received by the **Covered Party** or its representatives.

- C. If, during the **Agreement Period**, any **Covered Party** becomes aware of any **Wrongful Act** which may reasonably be expected to give rise to a **Claim** against the **Covered Party**, and during the **Agreement Period** gives written notice thereof to Florida Insurance Alliance with all available particulars, including but not limited to:
1. the specific **Wrongful Act**;
 2. the dates and persons involved;
 3. the identity of anticipated or possible claimants;
 4. the circumstances by which the **Covered Party** first became aware of the possible **Claim**,

and a **Claim** is subsequently made against the **Covered Party** arising from such **Wrongful Act** and properly reported to Florida Insurance Alliance, the **Claim** shall be deemed to have been first made at the time such written notice was received by Florida Insurance Alliance.

- D. All notices under any provision of this **Coverage Agreement** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the Covered Parties may be given to the **Public Entity** at the address shown in the **Declarations**. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.
- E. (1) Covered Party must notify Florida Insurance Alliance in writing as soon as practicable during the **Agreement Period** but in no event more than ten (10) days after the Public Crisis Event first took place. The written notice must be as complete as possible, stating how, when, and where the **Public Crisis Event** took place and the **Bodily Injury** or damage arising therefrom, and providing a summary of the **Crisis Management Expenses** incurred or expected to be incurred.
- (2) To be eligible for coverage, **Crisis Management Expenses** must be submitted to Florida Insurance Alliance not later than ninety (90) days after such **Crisis Management Expenses** are incurred.
- (3) Florida Insurance Alliance will be permitted, but not obligated, to inspect the **Covered Party's** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither Florida Insurance Alliance's right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking, on behalf of or for the benefit of the **Covered Party** or others, to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

SECTION IX - DEFENSE AND SETTLEMENT

- A. Florida Insurance Alliance shall have the right and duty to defend any covered **Claim** brought against the **Covered Party** even if such **Claim** is groundless, false or fraudulent. The **Covered Party** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of Florida Insurance Alliance, and Florida Insurance Alliance shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.
- B. Florida Insurance Alliance shall not settle any **Claim** without the written consent of the **Public Entity**. If the **Public Entity** refuses to consent to a settlement acceptable to the claimant in the accordance with the Florida Insurance Alliance settlement recommendation, then, subject to the applicable Limit of Liability of the declarations, the **Public Entity's** liability for such **Claim** will not exceed:
- (1) the amount for which such **Claim** could have been settled by the **Public Entity** plus Defense Expenses up to the date the **Public Entity** refused to settle such Claim; plus
 - (2) sixty percent (60%) of any **Damages** and/or **Claim Expenses** in excess of the amount of clause above, incurred in connection with such **Claim**.
- C. Florida Insurance Alliance shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Liability specified in the **Declarations** has been exhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or after Florida Insurance Alliance has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, Florida Insurance Alliance shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Covered Party**.

- D. The Covered Parties shall cooperate with Florida Insurance Alliance, and provide to Florida Insurance Alliance all information and assistance which Florida Insurance Alliance reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Coverage Agreement**. The Covered Parties shall do nothing that may prejudice Florida Insurance Alliance's position.

SECTION X - REPRESENTATIONS AND SEVERABILITY

- A. The Covered Parties represent and acknowledge that all the information and statements provided to Florida Insurance Alliance by any **Covered Party**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all Covered Parties, are the basis of this **Coverage Agreement**, are incorporated into and constituting a part of this **Coverage Agreement**, and are material to the acceptance of this risk or the hazard assumed by Florida Insurance Alliance under this **Coverage Agreement**.
- B. It is understood and agreed that:
1. this **Coverage Agreement** is issued in reliance upon the truth and accuracy of such representations;
 2. the **Public Entity** has and will provide accurate information with regard to loss control audits and network security assessments; and
 3. if such representations or such information are not true, accurate and complete, this **Coverage Agreement** shall be null and void in its entirety and Florida Insurance Alliance shall have no liability hereunder.

SECTION XI - TERRITORY AND VALUATION

- A. All premiums, limits, Deductibles, **Damages, Claims Expenses** and other amounts under this **Coverage Agreement** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages and Claims Expenses** under this **Coverage Agreement** is stated in a currency other than United States of America dollars, payment under this **Coverage Agreement** shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages or Claims Expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.
- B. Coverage under this **Coverage Agreement** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages or Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

SECTION XII – SUBROGATION

In the event of any payment under this **Coverage Agreement**, Florida Insurance Alliance shall be subrogated to the extent of such payment to all the rights of recovery of the Covered Parties. The Covered Parties shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Florida Insurance Alliance effectively to bring suit or otherwise pursue subrogation rights in the name of the Covered Parties.

SECTION XIII - ACTION AGAINST FLORIDA INSURANCE ALLIANCE AND BANKRUPTCY

- A. Except as provided in Section XVI, Alternative Dispute Resolution, no action shall be brought against Florida Insurance Alliance, unless, as a condition precedent thereto, the Covered Parties shall have fully complied with all the terms of this **Coverage Agreement**, and the amount of the Covered Parties' obligation to pay shall have been fully determined either by judgment against the Covered Parties after actual trial and appeal or by written agreement of the Covered Parties, the claimant and Florida Insurance Alliance.

- B. Bankruptcy or insolvency of the Covered Parties or of the Covered Parties' estates shall neither relieve nor increase any of the obligations of Florida Insurance Alliance hereunder.

SECTION XIV - AUTHORIZATION CLAUSE

By the acceptance of this **Coverage Agreement**, the **Public Entity** agrees to act on behalf of all Covered Parties with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or nonrenewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this Agreement, and all Covered Parties agree that the **Public Entity** shall act on their behalf.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

- B. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent Florida Insurance Alliance from asserting any right under the terms of this **Coverage Agreement**.
- C. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement**, which is signed by an authorized representative of Florida Insurance Alliance.
- D. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION

The Covered Parties and Florida Insurance Alliance shall submit any dispute or controversy arising out of or relating to this **Coverage Agreement** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

Either a **Covered Party** or Florida Insurance Alliance may elect the type of ADR process discussed below; provided, however, that the **Covered Party** shall have the right to reject the choice by Florida Insurance Alliance of the type of ADR process at any time prior to its commencement, in which case the choice by the **Covered Party** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which Florida Insurance Alliance and the **Covered Party** mutually agree, in which the **Covered Party** and Florida Insurance Alliance shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Covered Party** and Florida Insurance Alliance mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated in the **Declarations** as the principal address of the **Public Entity**. The **Public Entity** shall act on behalf of each and every **Covered Party** in connection with any ADR process under this Section.



THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY
EXTRA CONTRACTUAL LEGAL EXPENSE COVERAGE ENDORSEMENT ADMINISTRATIVE PROCEEDINGS

I. The Coverage Agreement is amended to include the following additional coverages:

A. We will reimburse the member one hundred percent (100%) of the Legal Fees it pays an attorney when such fees are incurred by any of the member's public officers as a result of an occurrence resulting in a covered action that alleges wrongdoing of such public officers, up to a maximum of twenty-five thousand dollars (\$25,000) per occurrence, not to exceed one hundred thousand dollars (\$100,000) in the aggregate for the coverage year subject to the following conditions:

1. Coverage for the occurrence does not arise elsewhere in the Agreement
2. The public officer's conduct that gave rise to the covered action occurred while he or she was lawfully acting in his or her official capacity;
3. Coverage is specifically excluded for any occurrence outside the effective dates of this endorsement;
4. This coverage shall exclude reimbursement for any fines or penalties against the public officer resulting from a covered action.
5. FIA will not reimburse Legal Fees if the Public Officer is found to have breached the public trust or otherwise is found to have committed the violations alleged in the Covered Action.
6. The member provides FIA such documentation as is reasonably required to demonstrate the Legal Fees incurred by the public officer and paid by the member
7. After the appropriate deductible or Self Insured retention, whichever applicable, is met.

II. The Definition Section of the Agreement is amended to include the following additional definitions which shall apply exclusively to this endorsement:

"Attorney" means a person admitted by the Supreme Court of Florida to practice law in Florida and who is a member in good standing of The Florida Bar. "Attorney" excludes the member's city attorney or customary chief legal adviser.

"Covered Action" means any administrative proceeding before the Florida Public Employees Relation Commission, the State of Florida Commission on Human Relations or the Federal Equal Employment Opportunity Commission, and any ethics proceeding before the State of Florida Commission on Ethics or an ethics proceeding before any local ethics commission created by ordinance which has jurisdiction over the occurrence. Covered Action shall include related appeals arising from any of the underlying proceedings described herein.

"Ethics Proceeding" means any proceeding designed to dispose of an ethics complaint initiated in the State of Florida Commission on Ethics alleging a public officer or group of public officers of a member has committed a breach of public trust, excluding any portion of such proceeding prior to the issuance of a "Determination of Investigative Jurisdiction and Order to Investigate."



MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO FIA DURING THE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CAREFULLY.

Item 1 LIMITS OF LIABILITY (Inclusive of claim expenses):

- (a) \$100,000 Each Claim
- (b) \$100,000 Policy Aggregate for the Policy Period - but sublimited to:
 - (i) \$100,000 Aggregate for the Policy Period, for all Privacy Notification Costs for Privacy Liability
 - (ii) \$100,000 Aggregate for the Policy Period, for all Regulatory fines and claim expenses for Privacy Liability

Item 2 DEDUCTIBLE (Inclusive of claim expenses):

- (a) Same as POL Deductible on FIA 040 Each Claim
- (b) Same as POL Deductible on FIA 040 Each Claim for all Privacy Notification Costs for Privacy Liability
- (c) Same as POL Deductible on FIA 040 Each Claim for all Regulatory fines and claims expenses for Privacy Liability

Item 3 RETROACTIVE DATE (if applicable): _____

Words and phrases that appear in bold print have special meanings that are defined in FIA-400 or additional definitions exclusive to this endorsement are defined in SECTION V. DEFINITIONS of the endorsement.

I. INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the retroactive date specified in Item 3. in the endorsement and that prior to the inception date of this policy no Covered Party had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a claim, then FIA agrees as follows:

A. Media Content Services Liability Coverage

FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period, for actual or alleged personal injury, by reason of an act, error or omission in the performance of media communications, by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability assumed under contract.

B. Network Security Liability Coverage

FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period, by reason of an act, error or omission by the Covered Party in providing or managing the security of a computer system for others for a fee that either (i) causes a network breach, or (ii) prevents a third party who is authorized to do so from gaining access to a computer system.

C. Privacy Liability Coverage

If, at the time of the respective act, error or omission described below, the Covered Party had in force a privacy policy pertaining to the subject matter of the corresponding subsection, then:

1. FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as damages and claim expenses as a result of a claim first made against the Covered Party and reported in writing to FIA during the agreement period by reason of a privacy wrongful act committed by the Covered Party in the Covered Party's capacity as such.
2. FIA will pay privacy notification costs, in excess of the deductible that the Covered Party incurs with FIA's prior written consent resulting from the Covered Party's legal obligation to comply with a breach notification law due to the Covered Party's failure to prevent unauthorized access, to the extent such unauthorized access (1) results in a data breach from a computer system, and (2) occurred and was reported in writing to FIA during the agreement period, but only to the sublimit, if purchased, stated in Item 1.(b)(i) in the endorsement.
3. FIA will pay on behalf of the Covered Party all sums in excess of the deductible that the Covered Party becomes legally obligated to pay as regulatory fines and claim expenses as a result of a regulatory proceeding first made against the Covered Party and reported to FIA during the agreement period resulting from a violation of a privacy law by reason of a privacy wrongful act by the Covered Party committed in the Covered Party's capacity as such, but only to the sublimit, if any, stated in Item 1. (b)(ii) in the Declarations.

II. FIRST PARTY INSURING AGREEMENTS

A. Extortion Threat

FIA will indemnify the Covered Party all sums incurred in excess of the deductible and with FIA's prior written consent for extortion damages as a result of an extortion threat first made against an Covered Party in its capacity as such and reported to FIA during the agreement period by a person other than an Covered Party or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of an Covered Party.

B. Crisis Management Expense

FIA will indemnify the Covered Party all sums incurred in excess of the deductible and with FIA's prior written consent, for the cost of public relations consultants for the purpose of averting or reducing damage to the Covered Party's reputation provided that the claim results from a network breach to the Covered Party's computer system or a privacy wrongful act.

C. Business Interruption

FIA will indemnify the Covered Party all sums in excess of the deductible for the reduction in business income the Covered Party sustains during the period of restoration of an actual interruption of the use of the computer system of the Covered Party provided the claim results from a network breach to the Covered Party's computer system.

III. DEFENSE AND SETTLEMENT A.

Defense

FIA has the right and duty to defend any claim against the Covered Party seeking damages payable under the terms of this policy, even if any of the allegations of the claim are groundless, false or fraudulent. Defense counsel may be designated by FIA or, at FIA's option, by the Covered Party with FIA's written consent and subject to FIA's guidelines.

B. Settlement

FIA will have the right and duty to make, with the written consent of the Covered Party, any settlement of a claim under this policy. If the Covered Party refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by FIA and acceptable to the claimant, then FIA's limit of liability under this policy will be reduced to the amount of damages for which the claim could have been settled plus all claim expenses incurred up to the time FIA made its recommendation and fifty percent (50%) of claims expenses in excess of the recommended settlement, the total of which will not exceed the limit of liability specified in the Declarations.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE A.

Limit of Liability - Each Claim

Subject to Paragraph C. below, FIA's limit of liability for damages and claim expenses for each claim first made and reported in writing to FIA during the agreement period will not exceed the amount shown in Item 1.(a) in the Declarations for "Each Claim."

B. Limit of Liability - Policy Aggregate

FIA's limit of liability for damages and claim expenses for all claims first made and reported in writing to FIA during the agreement period and for all privacy notification costs payable under Insuring Agreement I.C.2 will not exceed the aggregate amount shown in Item 1.(b) in the Declarations as the "Policy Aggregate," subject to the following sublimits which are part of and not in addition to the "Policy Aggregate" limit of liability:

1. The sublimit of liability stated in Item 1(b)(i) in the Declarations is the aggregate limit for the agreement period, for all privacy notification costs for privacy liability under Insuring Agreement I.C.2.; and
2. The sublimit of liability stated in Item 1(b)(ii) in the Declarations is the aggregate limit for the agreement period, for all regulatory fines and claim expenses for privacy liability under Insuring Agreement I.C.3.

C. Exhaustion of Limits

FIA is not obligated to pay any damages, claim expenses, or privacy notification costs or to defend or continue to defend any claim after the applicable limit of liability has been exhausted by the payment of damages, claim expenses, or privacy notification costs or any combination thereof; or after FIA has deposited the remaining available limit of liability into a court of competent jurisdiction or tendered the remaining available limit of liability to the Covered Party or, if applicable, to the excess insurer(s) of the Covered Party.

D. Deductible

1. The deductible amount shown in Item 2.(a) of the Declarations is the Covered Party's obligation for each claim and applies to the payment of damages and claim expenses. The deductible will be paid by the Covered Party. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.
2. The deductible amount stated in Item 2.(b) of the Declarations applies separately to each event or series of related events giving rise to an obligation to incur privacy notification costs for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(i) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(b).
3. The deductible amount stated in Item 2.(c) in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur regulatory fines and claim expenses for privacy liability. The deductible will be paid by the Covered Party. The sublimit set forth in Item 1.(b)(ii) in the Declarations are part of and not in addition to the "Policy Aggregate" limit of liability and in excess of the deductible stated in Item 2.(c).

E. Early Claim Resolution Incentive

If a claim is resolved or concluded, with the consent of the Covered Party and FIA, as reflected in a settlement agreement, order, dismissal, or judgment, within one (1) year following the date that the claim is reported in writing to FIA, the Covered Party will be reimbursed or credited fifty percent (50%) of the deductible, but not to exceed a maximum reimbursement of twenty-five thousand dollars (\$25,000) per agreement period for all such claims resolved or concluded in accordance with this Paragraph E.

F. Multiple Covered Party, Claims and Claimants

1. The limits of liability shown in the Declarations are the maximum amount FIA will pay under this policy for damages, claim expenses and privacy notification costs, regardless of the number of Covered Party, claims made, claimants, or events giving rise to privacy notification costs.
2. All claims arising from the same or a series of related, repeated or similar acts, errors or omissions or from any continuing acts, errors or omissions will be considered a single claim for purposes of this policy, irrespective of the number of claimants or Covered Party involved in the claim. All such claims shall be deemed to have been made at the time of the first such claim.
3. All events giving rise to privacy notification costs arising out of a single act, error or omission or related, repeated or similar acts, errors or omissions will be considered a single event for purposes of this policy, irrespective of the number of claimants or Covered Party involved in the event. All such events shall be deemed to have occurred and the resulting claim made at the time the Covered Party first became aware of the earliest of all such events.

G. Supplementary Payments

Supplementary payments are not subject to the deductible and are in addition to the limits of liability.

FIA will pay up to two hundred and fifty dollars (\$250) for loss of earnings to the Covered Party for each day or part of a day the Covered Party is in attendance, at FIA's request, at a trial, hearing or arbitration proceeding involving a claim against the Covered Party. In no event shall the amount payable hereunder exceed five thousand dollars (\$5,000) per agreement period.

V. DEFINITIONS (Items listed below apply to this endorsement only; if definitions that are shown below are also defined elsewhere in the coverage agreement the definition below is the prevailing definition with respect to this endorsement.)

- A. Advertising means publicly disseminated material which promotes the service, business, or product of the Covered Party or a client of the Covered Party, but only where such material was disseminated at the prior written request of the Covered Party.
- B. Assumed under contract means liability for damages for personal injury which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the personal injury for which indemnity is sought, and (ii) requires the Covered Party to indemnify for personal injury caused in whole or in part by the content of media material used in a media communication.
- C. Breach notification law means any local, state, federal or foreign statute or regulation requiring the Covered Party to protect the confidentiality and/or security of personally identifiable information.
- D. Claim means:
 - 1. a written demand received by a Covered Party for monetary damages, including the service of suit or initiation of arbitration proceedings;
 - 2. the initiation of a suit or arbitration proceeding against an Covered Party seeking injunctive relief; and
 - 3. with respect to coverage provided under Insuring Clause I.C.3 only, the institution of a regulatory proceeding against the Covered Party.
- E. Computer system means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the Covered Party.
- F. Covered Party per the definition from FIA-400 and the following with respects to this endorsement only:
 - 1. independent contractors but only for media communication services performed at the direction and for the benefit of the Covered Party;

- G. Damages means any compensatory sum and includes a judgment, award or settlement, provided any settlement is negotiated with FIA's written consent, and prejudgment interest awarded against the Covered Party on that part of the judgment FIA offers to pay. If FIA makes an offer to pay the applicable limits of liability, it will not pay any prejudgment interest based on that period of time after the offer.

Damages does not include:

1. the return, reduction, loss or restitution of fees, profits, charges, commissions or royalties for goods or services already provided or contracted to be provided, disgorgement of unjust enrichment or profits expenses or costs for media communication performed or to be performed by the Covered Party;
2. fines, penalties, forfeitures, liquidated damages, sanctions, taxes;
3. punitive or exemplary amounts;
4. the multiplied portion of any multiplied awards;
5. the cost to comply with any injunctive, non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
6. costs incurred to correct, re-perform or complete any media communication;
7. regulatory fines; provided, however, notwithstanding the foregoing, solely with respect to Insuring Agreement I.C.3, damages includes regulatory fines .

However, with respect to any claim, it is understood and agreed that the insuring of punitive or exemplary damages is deemed permitted under the laws and public policy of the applicable jurisdiction.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

- a. where the punitive or exemplary damages were awarded or imposed;
- b. where any act which forms the basis of the claim took place; or
- c. where any Covered Party is incorporated, resides, or has its principal place of business.

- H. Data breach means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a computer system, including but not limited to personally identifiable information, charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

- I. Extortion Damages means money paid by a Covered Party in its capacity as such and with FIA's prior written consent to a person reasonably believed to be making an extortion threat for the purpose of ending an extortion threat against the Covered Party. Extortion damages shall include reasonable and necessary expense incurred by a Covered Party with FIA's prior written consent that directly relate to the Covered Party's efforts to investigate and/or end an extortion threat.
- J. Extortion Threat means any credible act, error or omission which actually, potentially, or threatens to:
1. hinder, restrict access to or corrupt an Covered Party's computer system ;
 2. introduce malicious code into an Covered Party's computer system; or
 3. disclose, disseminate, destroy, corrupt or use the confidential information of a third party taken from an Covered Party's computer system as a result of unauthorized access to such computer system;
- K. Interrelated Act means any fact, circumstance, situation, transaction, act, error, omission, or event which is based on, arising out of, or having as a common nexus any of the same or related or series of related facts, circumstances, situations, transactions, acts, errors, omissions or events.
- L. Malicious code means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.
- M. Media communication means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of media material to the public by or on behalf of the Covered Party.
- N. Media material means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including advertising.
- O. Network breach means:
1. the alleged or actual unauthorized access to a computer system that results in:
 - a. the destruction, deletion or corruption of electronic data on a computer system;
 - b. a data breach from a computer system; or
 - c. denial of service attacks against Internet sites or computers.
 2. transmission of malicious code from a computer system to third party computers and systems.

A series of continuing network breaches or related, repeated, or similar network breaches shall be considered a single network breach and be deemed to have occurred at the time of the first such network breach.

P. Newly acquired subsidiary means any entity newly formed or acquired by the Covered Party: during the agreement period in which the Covered Party has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:

1. Within sixty (60) days of such formation or acquisition, the Covered Party has provided FIA with full particulars of such newly acquired subsidiary and FIA has agreed in writing to insure such newly acquired subsidiary, but FIA shall not be required to insure such newly acquired subsidiary;
2. The Covered Party has paid the additional premium, if any, charged by FIA and has agreed to any amendment of the provisions of this policy; and
3. FIA will only provide coverage with respect to a Claim when the act or omission is committed on or after the date such newly acquired subsidiary became a newly acquired subsidiary and prior to the date such newly acquired subsidiary ceased to be a newly acquired subsidiary. An entity ceases to be a newly acquired subsidiary under this policy on the date during the agreement period that the Covered Party's legal or beneficial interest in such entity becomes less than fifty percent (50%).

Q. Period of Restoration means the time period that begins on the specific date the actual interruption of the use of the Covered Party's computer system starts and ends on the specific date that the actual interruption of the use of the computer system ends. In no event, however, shall the period of restoration mean a time period to exceed sixty (60) days.

R. Personally identifiable information means an individual's name in combination with one or more of the following:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;
3. the individual's social security number, drivers license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
4. other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

Provided, however, personally identifiable information does not mean information that is lawfully available to the public, including information from any local, state, federal or foreign governmental entity or body.

S. Personal injury means injury other than bodily injury to a third-party arising out of one or more of the following offenses by reason of a Covered Party's act, error or omission in the performance of or negligence regarding the content of any media communication:

1. false arrest, detention or imprisonment;
2. libel, slander, or other defamatory or disparaging statement or materials;
3. oral or written publication of material that violates an individual's right of privacy;
4. wrongful entry or eviction, or other invasion of the right of private occupancy;
5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.

T. Privacy notification costs mean reasonable and necessary:

1. costs to hire a security expert to determine the existence and cause of any theft or unauthorized access to or disclosure of personally identifiable information;
2. costs to notify consumers under a breach notification law;
3. fees incurred to determine the actions necessary to comply with a breach notification law; and
4. credit monitoring services of the affected consumers if required by breach notification law.

Privacy notification costs will be paid first and will reduce the limit of liability available to pay damages. Privacy notification costs do not mean fees, costs or expenses of employees or officers of FIA, or salaries, loss of earnings, overhead, or any other remuneration by, to or of any Covered Party.

U. Privacy policy means written documents that set forth the Covered Party's policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of personally identifiable information.

V. Privacy wrongful act means:

1. the theft or unintentional disclosure or mishandling of personally identifiable information that is in the care, custody, or control of the Covered Party; or
2. the Covered Party's unintentional failure to timely disclose a network breach in violation of any breach notification law.

3. Solely with respect to Insuring Agreement I.C.2, privacy wrongful act also means the Covered Party's unintentional failure to comply with that part of a privacy policy that expressly:
- a. requires notification to a person of the Covered Party's obtaining, acquisition, compilation or use of their personally identifiable information;
 - b. requires the Covered Party to disclose personally identifiable information or correct incomplete or inaccurate personally identifiable information after a proper request has been made by an authorized person;
 - c. requires the Covered Party to prevent the loss of personally identifiable information;
 - d. prohibits, prevents, restricts, or limits the improper or intrusive obtaining, acquisition, compilation or use of personally identifiable information; and
 - e. allows a person to opt-in or opt-out of the Covered Party's obtaining, acquisition, compilation or use of their personally identifiable information.
- X. Regulatory fines means any civil fine or civil monetary penalty imposed in a regulatory proceeding payable by the Covered Party to the government entity bringing such regulatory proceeding in such entity's regulatory or official capacity.
- Y. Regulatory proceeding means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a claim covered by this policy.
- Z. Subsidiary means any entity of which the Covered Party owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the agreement period that the Covered Party's legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to claims made against an Covered Party based on any act or omission that was committed on or subsequent to such date.
- AA. Unauthorized access means the gaining of access to computer systems by an unauthorized person or persons.

VI. EXCLUSIONS

This endorsement does not apply to any claim or with respect to any privacy notification costs or regulatory proceeding: A. Deliberate Acts

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by a Covered Party. FIA will provide the Covered Party with a defense of such claim and pay claim expenses for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the Covered Party.

B. Personal Profit

Based upon or arising out of the gaining of any personal profit or advantage to which the Covered Party is not legally entitled.

C. Prior Acts

Based upon or arising out of:

1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or
2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute an interrelated act.

D. Bodily Injury/Property Damage

Based upon or arising out of bodily injury or property damage.

E. Employment Practices

Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. FIA will provide the Covered Party with a defense of such claim and pay claim expenses for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.

F. Ownership

Based upon or arising out of media content services performed for or by, or created for or sold to, any business enterprise not named in the Declarations if on or after the date or time of the act or omission giving rise to such claim:

1. any Covered Party controlled, owned, operated or managed such entity; or

2. any Covered Party was an owner, partner, member, director, officer or employee of such entity.

Control of or ownership in a business enterprise is presumed if any Covered Party owned or held ten percent (10%) or more of the equity and/or debt instruments of such enterprise.

G. Covered Party v. Covered Party

By or on behalf of an Covered Party under this policy against any other Covered Party hereunder; however, this exclusion shall not apply to a claim made by an employee of either the Covered Party or a subsidiary or newly acquired subsidiary otherwise covered under Insuring Agreement I.E 1.

H. ERISA/Securities

Based upon or arising out of actual or alleged violation of:

1. the Employee Retirement Income Security Act of 1974;
2. the Securities Act of 1933;
3. the Securities Exchange Act of 1934;

or any rules, regulations or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any claim based upon common law principles of liability.

I. Pollution

Based upon or arising out of whether suddenly or over a long period of time, any:

1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants whether suddenly or over a period of time; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of pollutants; or
2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any pollutants.

J. Contract Liability

Based upon or arising out of any liability of others assumed by the Covered Party under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the Covered Party even in the absence of such contract or agreement; however, solely with respect to Insuring Agreement I.C., this exclusion does not apply to liability assumed under contract;

K. Guarantees

Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:

1. for or relating to return on investment, cost savings, or profits;
2. for or relating to time of delivery; or
3. which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

L. Advertising

Based upon or arising out of:

1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
2. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
3. inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
4. the failure of goods, products or services to conform with any represented or implied quality or performance contained in advertising.

M. Product Recall

Based upon or arising out of any loss, cost or expenses incurred or that may be incurred by the Covered Party or others for the:

1. adjustment, withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
 - a. any technology products, including any products or other property of others that incorporate technology products;
 - b. any products or other property on which miscellaneous professional services or technology services are performed; or
 - c. any work product resulting from or incorporating the results of miscellaneous professional services or technology services ; or
2. reprinting, recall, withdrawal, removal or disposal of any media material, including any media or products containing media material.

N. Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for claims involving a privacy wrongful act), false, deceptive or unfair trade practices, false, deceptive or misleading advertising, or violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Federal Trade Commission Act, or any other local, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading advertising, consumer protection or restraint of trade.

O. Patent

Based upon or arising out of any actual or alleged infringement of patent or patent rights or misuse of patent.

P. Privacy

Based upon or arising out of:

1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;
2. the collection of information by means of electronic "spiders", "spy bots", "spyware" or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or
3. the unlawful collection or acquisition of personally identifiable information, or the failure to comply with a legal requirement to allow a person to opt-in or opt-out of the Covered Party's obtaining, acquisition, compilation or use of their personally identifiable information.

Q. Governmental Action

Except with respect to Insuring Agreement I.C.3, brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity.

R. Software Responsibility

Based upon or arising out of any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a computer system.

S. Act of God

Based upon or arising out of any actual or any way involving any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

T. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

1. accounting or recovery of profits, royalties, fees or other monies claimed to be due from an Covered Party or any claim brought by any such party against an Covered Party claiming excessive or unwarranted fees, compensation or charges of any kind made by an Covered Party; or
2. licensing fees or royalties ordered, directed or agreed to be paid by an Covered Party pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity's copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.

VII. CONDITIONS

A. Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs

1. The Covered Party, as a condition precedent to the obligations of FIA under this policy, will give written notice to FIA as soon as reasonably possible during the agreement period of any claim made against the Covered Party.

FIA further agrees that the Covered Party may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to FIA a claim made against the Covered Party during the agreement period, if the reporting of such claim is as soon as reasonably possible.

2. The Covered Party, as a condition precedent to the obligations of FIA under this policy, will give written notice to FIA as soon as reasonably possible during the agreement period of any event which might reasonably be expected to give rise to privacy notification costs.
3. If during the agreement period, any Covered Party becomes aware of any act or omission which may reasonably be expected to be the basis of a claim against any Covered Party, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the Covered Party responsible for any alleged act or omission and gives written notice to FIA with all available particulars, including:
 - a. the specific act or omission;
 - b. the dates and persons involved;
 - c. the identity of anticipated or possible claimants;
 - d. the circumstances by which the Covered Party first became aware of the possible claim; and
 - e. potential damages or injury;

then any claim that is subsequently made against the Covered Party arising out of such act or omission will be deemed to have been made on the date such written notice was received by FIA. Said documents and information should be mailed to FIA at the following address:

Florida Insurance Alliance
101 Plaza Real South, Suite 216
Boca Raton, FL 33432

4. If during the agreement period the Covered Party gives written notice to FIA of an event which might reasonably be expected to give rise to privacy notification costs, then any claim that is subsequently made against the Covered Party arising out of such event will be deemed to have been made on the date such written notice was received by FIA.

B. Assistance and Cooperation

1. The Covered Party will cooperate with FIA and upon FIA's request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a claim or payment of privacy notification costs.
2. The Covered Party will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any Covered Party in connection with a claim or payment of privacy notification costs.
3. The Covered Party will not, except at the Covered Party's own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of FIA.

C. Action Against FIA

1. No action may be brought against FIA unless, as a condition precedent thereto:
 - a. The Covered Party has fully complied with all the terms of this policy; and
 - b. Other than with respect to coverage provided under Insuring Agreements I.C.2 and I.C.3, until the amount of the Insured's obligation to pay has been finally determined either by judgment against the Covered Party after actual trial and appeal or by written agreement of the Covered Party, the claimant and FIA.
2. Nothing contained in this policy will give any person or organization the right to join FIA as a defendant or co-defendant or other party in any action against the Covered Party to determine the Covered Party's liability.

D. Bankruptcy

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve FIA of any of its obligations hereunder.

E. Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the Covered Party, whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insurance or otherwise.

F. Subrogation

In the event of any payment for any damages, claim expenses or privacy notification costs under this policy, FIA will be subrogated in the amount of such payment to all the Covered Party's rights of recovery against any person or organization. The Covered Party will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Party will do nothing to prejudice such rights.

G. Changes

Notice to any agent of FIA or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude FIA from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by FIA to form a part of this policy.

H. Entire Contract

By acceptance of this policy the Covered Party warrants that:

1. All of the information and statements provided to FIA by the Covered Party, including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the Covered Party;
2. This policy is issued in reliance upon the Covered Party's representations;
3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the Covered Party to FIA (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the Covered Party and FIA and shall constitute the entire contract between the Covered Party and FIA; and
4. Any material misrepresentation or concealment by the Covered Party or the Covered Party's agent will render the policy null and void and relieve FIA from all liability herein.

I. Notices

Any notices required to be given by the Covered Party will be submitted in writing to FIA or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

J. Assignment

No assignment of interest of the Covered Party under this policy is valid, unless FIA's written consent is endorsed hereon.

K. Innocent Covered Party

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, FIA agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those Covered Party who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each Covered Party must promptly comply with all provisions of this policy upon learning of any concealment.

VIII. EXTENDED REPORTING PERIODS (applies in addition to the extended reporting terms from FIA 300)

A. Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if FIA cancels or refuses to renew this policy due to:

1. nonpayment of amounts due under this policy;
2. noncompliance by the Covered Party with any of the terms and conditions of this policy;
or
3. any material misrepresentation or omission in the application or the supplementary information and statements provided by the Covered Party for this policy.

B. Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any claim or event giving rise to privacy notification costs reported during such period will otherwise be governed by this policy.



Coverage Agreement Endorsement

Endorsement No.: 2
Member: Corkscrew Farms Community Development
District

Effective Date: 03/27/2018
Agreement No.: 100117337

Coverage Period: February 15, 2018 to October 1, 2018

In consideration of **an additional premium of \$838.00**, the coverage agreement is amended as follows:


Property

Added:

As Per Schedule Attached

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: March 30, 2018

Authorized by: 



Corkscrew Farms Community Development District

Policy No.: 100117337

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address	Roof Pitch		Term	Date		
Roof Shape					Roof Covering	Covering Replaced	Roof Yr Blt
1	East Guardhouse		Joisted masonry	03/27/2018	\$125,000	\$125,000	
	19490 Grammercy Blvd			10/01/2018			
	Estero FL 33928						
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address	Roof Pitch	Const Type	Term	Date	Contents Value	
				Roof Shape		Roof Covering	Covering Replaced
2	West Guardhouse		Joisted masonry	03/27/2018	\$125,000	\$125,000	
	19500 Bridge Hampton Dr.			10/01/2018			
	Estero FL 33928						
			Total:	Building Value	Contents Value	Insured Value	
				\$250,000	\$0	\$250,000	



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Corkscrew Farms Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

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.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Corkscrew Farms Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118337

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$250,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$2,126

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Corkscrew Farms Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118337

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$2,126
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,950
Public Officials and Employment Practices Liability	\$2,300
TOTAL PREMIUM DUE	\$7,376

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PROPERTY VALUATION AUTHORIZATION

Corkscrew Farms Community Development District
c/o Meritus
2005 Pan Am Circle, Suite 120
Tampa, FL 33607

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), 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 National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance 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. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | | | |
|-------------------------------------|---|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$250,000 | As per schedule attached |
| <input type="checkbox"/> | Inland Marine | Not Included | |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |
| <input checked="" type="checkbox"/> | I reject TRIA (Terrorism Risk Insurance Act) coverage | | |

Signature: _____ Date: _____

Name: _____

Title: _____



Corkscrew Farms Community Development District

Policy No.: 100118337

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced		Roof Yr Blt
1	East Guardhouse		Joisted masonry	10/01/2018	\$125,000		\$125,000	
	19490 Grammercy Blvd Estero FL 33928			10/01/2019				

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address			Term Date	Contents Value			
	Roof Shape	Roof Pitch	Const Type	Roof Covering		Covering Replaced		Roof Yr Blt
2	West Guardhouse		Joisted masonry	10/01/2018	\$125,000		\$125,000	
	19500 Bridge Hampton Dr. Estero FL 33928			10/01/2019				

			Total:	Building Value \$250,000		Contents Value \$0		Insured Value \$250,000
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**CORKSCREW FARMS
COMMUNITY DEVELOPMENT DISTRICT**

August 8, 2018 Regular Board of Supervisors Meeting

Minutes of the Public Hearing & Public Hearing & Regular Meeting

The Public Hearing & Regular Meeting of the Corkscrew Farms Community Development District was held on Wednesday, August 8, 2018 at 1:00 p.m. at The Place at Corkscrew, located at 4954 Royal Gulf Circle, Fort Myers, FL 33966.

1. CALL TO ORDER/ROLL CALL

Brian Lamb called the Public Hearing & Regular Meeting of the Board of Supervisors of the Corkscrew Farms Community Development District to order on **Wednesday, August 8, 2018 at 1:05 p.m.**

Board Members Present and Constituting a Quorum at the onset of the meeting:

Joseph Cameratta	Chairman
Anthony Cameratta	Vice Chairman
Laura Youmans	Supervisor
Cheryl Yano	Supervisor

Staff Members Present:

Brian Lamb	Meritus	
Tricia Victory	Meritus	
Greg Urbancic	District Counsel	<i>via conference call</i>
Carl Barraco	District Engineer	

Ray Blacksmith	Cameratta Companies
Dominic Cameratta	Cameratta Companies

There were no members of the general public present.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. PUBLIC HEARING ON ADOPTING PROPOSED FISCAL YEAR 2019 BUDGET

A. Open Public Hearing on Adopting Fiscal Year 2019 Budget

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

B. Staff Presentations

Mr. Lamb went over the budget line items with the Board. Dominic Cameratta from the development team noted an error to a table in the budget. It should read 1200, 1400, and 1500. Supervisor J. Cameratta asked some questions about parts of the maintenance that is currently paid for by the HOA but needs to eventually be moved to the CDD. The Board, Mr. Lamb, and Mr. Urbancic discussed the process and timeframe. Mr. Urbancic will work on an amendment to the agreement in 2019, and the budget for Fiscal Year 2020 will need to include the increased operations and maintenance expenses associated with the changeover from certain maintenance items from the HOA to the CDD. Mr. Lamb noted that there is not an increase in this year's Fiscal Year 2019 operating budget.

The full discussion is available on audio recording.

MOTION TO:	Approve the budget as written with the discussed modifications to the table.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor A. Cameratta
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion passed unanimously

C. Public Comments

There were no public comments.

D. Consideration of Resolution 2018-10; Adopting Fiscal Year 2019 Budget

The Board reviewed the resolution.

MOTION TO:	Approve Resolution 2018-10 with the budget as an exhibit, subject to the corrected table.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion passed unanimously

E. Consideration of Resolution 2018-11; Assessment Resolution

Mr. Lamb reviewed the resolution with the Board.

MOTION TO:	Approve Resolution 2018-11 with the discussed corrections.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor Yano
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

F. Close Public Hearing on Adopting Fiscal Year 2019 Budget

The Board closed the public hearing.

4. BUSINESS ADMINISTRATIVE

A. Consideration of Resolution 2018-12; Plat Resolution

Mr. Urbancic went over the resolution with the Board.

MOTION TO:	Approve Resolution 2018-12 with the language necessary to sign off on the Plat.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor A. Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unaminously

B. Phase 2B Plat – Place at Corkscrew

Mr. Urbancic went over the exhibit to Resolution 2018-12 with the Board. It was noted that the exhibit is in draft form and is not the approved plat that reflects the revisions that the County has provided in the previous two weeks.

MOTION TO:	Approve the draft of the exhibit, subject to the approval of the final form.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Youmans
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unaminously

C. Consideration of Resolution 2018-13; Setting Fiscal Year 2019 Meeting Schedule

Mr. Lamb went over the resolution and meeting schedule with the Board. The Board noted a change to the location.

MOTION TO:	Approve Resolution 2018-13 with the revision to the location.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor J. Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

D. Consideration of Resolution 2018-14; Florida Statewide Mutual Aid Agreement

Mr. Lamb went over the resolution with the Board.

MOTION TO:	Approve Resolution 2018-14.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor Yano
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

E. Discussion on Transfer of ERP Permit

Mr. Barraco went over the proposal for the Transfer of ERP Permit. The Board discussed the transfer.

MOTION TO:	Direct staff not to spend any more time looking at the transfer.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor J. Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

F. Discussion on Letters to Homeowners Regarding Disturbances in Western Preserve

Mr. Lamb went over the letters to the homeowners regarding the disturbances in the Western Preserve. Supervisor A. Cameratta explained the issue further.

The full discussion is available on audio recording.

G. General Matters of the District

5. CONSENT AGENDA

- A. Consideration of Board of Supervisors Meeting Minutes May 9, 2018**
- B. Consideration of Operations and Maintenance Expenditures May 2018**
- C. Consideration of Operations and Maintenance Expenditures June 2018**
- D. Review of Financial Statements Month Ending June 30, 2018**

The Board reviewed the Consent Agenda items.

MOTION TO:	Approve the Consent Agenda items.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor A. Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

6. STAFF REPORTS

A. District Counsel

Mr. Urbancic went over ADA Compliance regarding District websites.

B. District Engineer

C. District Manager

7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments.

8. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Yano
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 – Motion Passed Unanimously

***Please note the entire meeting is available on disc.**

*These minutes were done in a summary format.

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

☐ Chair

☐ Vice Chair

Signature

Printed Name

Title:

☐ Secretary

☐ Assistant Secretary

Recorded by Records Administrator

Signature

Date



Official District Seal

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	8431	\$ 2,812.50		Management Services - July
Monthly Contract Sub-Total		\$ 2,812.50		
Variable Contract				
Barraco and Associates	18575	\$ 860.00		Surveying Services - thru 07/09/2018
Coleman, Yovanovich & Koester, P.A.	20	845.00		Professional Services - thru 05/31/2018
Variable Contract Sub-Total		\$ 1,705.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
The News-Press Media Group	9659 060118	\$ 152.25		Notice of Workshop - thru 06/30/2018
Additional Services Sub-Total		\$ 152.25		
TOTAL:		\$ 4,669.75		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

[] Chairman [] Vice Chairman [] Assistant Secretary

Meritus Districts

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Voice: 813-397-5121

Fax: 813-873-7070

INVOICE

Invoice Number: 8431

Invoice Date: Jul 1, 2018

Page: 1

Bill To:

Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			7/1/18

Quantity	Item	Description	Unit Price	Amount
	DMS	District Management Services - July		2,812.50
Subtotal				2,812.50
Sales Tax				
Total Invoice Amount				2,812.50
Payment/Credit Applied				
TOTAL				2,812.50

Check/Credit Memo No:

Barraco and Associates
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Received
 JUL 12 2018

Corkscrew Farms CDD
 Meritus Districts
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607

Invoice number 18575
 Date 07/09/2018

Project 23331 Corkscrew Farms CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
Task IA (LS) Surveying Services	1,750.00	100.00	1,750.00	1,750.00	0.00
Task IIA (LS) Location Map	250.00	100.00	250.00	250.00	0.00
Task IIB (LS) CDD Boundaries Map	1,900.00	100.00	1,900.00	1,900.00	0.00
Task IIC (LS) Estimates	4,000.00	100.00	4,000.00	4,000.00	0.00
Task IID (LS) Research & Explanation of Designations	1,500.00	100.00	1,500.00	1,500.00	0.00
Task IIE (LS) Project Development Plan	1,200.00	100.00	1,200.00	1,200.00	0.00
Task IIIA (TME) Miscellaneous Services	4,000.00	1,499.40	59,976.00	59,116.00	860.00
Task IIIB (TM) Reimbursable Expenses	0.00	0.00	204.10	204.10	0.00
01 (TM) Engineer's Report	0.00	0.00	15,462.50	15,462.50	0.00
Total	14,600.00	590.70	86,242.60	85,382.60	860.00

Task IIIA (TME) Miscellaneous Services

	Hours	Rate	Billed Amount
Principal Professional Engineer	4.00	215.00	860.00
<i>Final Review of AA2-009 and reivew of AA2-012</i>			

Invoice total **860.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18575	07/09/2018	860.00	860.00				
Total		860.00	860.00	0.00	0.00	0.00	0.00

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Corkscrew Farms CDD
c/o Meritus Corp.
Brian Lamb, District Manager
5680 W. Cypress Street, Suite A
Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Page: 1
May 31, 2018
File No: 6677-001M
Statement No: 20

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com

Previous Balance \$1,046.25

Fees

05/01/2018	GLU	Exchange multiple email correspondence with Dominic Cameratta on easement recording; Follow-up on same.	65.00
05/02/2018	GLU	Review and respond to email correspondence from Brittany Crutchfield on draft agenda and backup; Initial review of same	97.50
05/09/2018	GLU	Review agenda and prepare for Board of Supervisors meeting	81.25
	GLU	Attendance at Board of Supervisors meeting	406.25
05/11/2018	GLU	Review and respond to email correspondence from Tony Cameratta regarding questions from FEMA; Brief research to pull information	130.00
05/31/2018	GLU	Review multiple email correspondence from Carl Barraco and Tony Cameratta regarding SFWMD permitting and transfer of same; Draft email correspondence to Brian Lamb for inclusion on agenda	65.00
		Professional Fees through 05/31/2018	845.00
		Total Current Work	845.00

Payments

Total Payments Through 06/29/2018	-1,046.25
Balance Due	<u>\$845.00</u>

District Invoices

From: Waldee, Tina <twaldee@ccc.gannett.com>
Sent: Tuesday, July 24, 2018 2:20 PM
To: District Invoices
Subject: Corkscrew Farms CDD AdPoint #/Agency #: 9659
Attachments: 0001411871.pdf; Corkscrew Farms CDD 9659 2-21-18 ad copy 0002744329.PDF

Good afternoon,

Per your request, see attached invoice for the balance due on the account. I also attached a copy of the ad for your convenience. As we discussed, I applied the credit of \$63.77 to this ad and the remaining balance due is \$152.25. Let me know if you need anything else.

Thank you,
Tina Waldee
Collection Specialist

GANNETT
Center for Credit & Collections



Phone: 417-837-8430 X 2
877-283-2392 x 2 Ft Myers News Press
800-695-1926 x 2 Naples Daily News
Fax: 866-226-7232
twaldee@ccc.gannett.com

gannett.com

PART OF THE USA TODAY NETWORK

BILLING ACCOUNT NAME AND ADDRESS	
Corkscrew Farms CDD Attn: Nicole Chamberling 5680 W Cypress ST Tampa, FL 33607-7002	

NOTE: Your account number has changed. Your old account number was 0000009659. Your new account number is 9659 and should be used for all future correspondence.

Package Advertising:			
Start-End Date	Package Description	PO Number	Package Cost
2/21/18-2/21/18	0002744329 NOTICE OF WORKSHOP		\$216.02

PART OF THE USA TODAY NETWORK

REMITTANCE ADDRESS (Include Account# & Invoice# on check)		TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:	
News-Press Media Group P O Box 677583 Dallas, TX 75267-7583		<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX	
		Card Number _____	
		Exp Date ____ / ____ / ____ CVV Code ____	
		Signature _____ Date ____	

177

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Garage Sales
 RAIN SHINE
 BONTA SPRINGS, 6th ANNUAL TAG SALE, 2630 IMPERIAL HARBOR BLVD. #4, Sat. 9AM-2PM. Household goods, clothing, books, toys, tools, garden, fishing gear, tools and much more. BAKE SALE also. Coffee & Donuts! A.M. lunch on Fri. Dir. Located in IMPERIAL HARBOR at 41st between Post Office & Art Center. Follow Signs

Garage
 Fort Myers - Feb 23 & 24th, 10-11, 1866 Coronado Rd. Furn., Bedding, linen, bikes, clothing, & House wares

Don't Miss This One
 NORTH FORT MYERS Bayshore Village Carpet Sale 1571 Shoreline Blvd (off Bayshore Rd near Tractor Supply) Sat 2/24: 8am-2pm

Moving Sale
 ESTATE SALE
 N Ft Myers, EVERYTHING GOES! 5849 Midway Ct Sat 9:00-2. Ranch Oak furniture set & buffet, on box & frame, solid and dresser, marble top, oak office hutch (solid), hawes, clothes, lawn mower, grill, patio set, body inverting system, artwork, curio cab & collectibles. Home for sale, Dir. Waterway Estates - Orange Grove Blvd. St. Clair - Millers

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 ARK Standard Poodles, Black, M/F, 15 weeks. Vet checked, health cert. Reasonable. Call Iv mvg. 239-543-3837.

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 Ft Myers, 8012 Kanis Rd, 5 bed 3.5 bath house with 10' Mother In Law suite, Tennis CL Pool, golf, RV parking. Home 217-2718

This Out!
 AR15 Pistol, ATI OMNI AR pistol, new in box, \$279.00. (239) 999-4441

GO! CLUBS: 2006, 70 sets, 3350 home Call, Ping, Golf, Wood, L.H. Ladies. Club \$2 & Up Call 618-319-0442

Ohio Club Car, Electric, new batteries, Turf 4 Canyon, 4 new batteries, near seat, 2010. Call: 440-877-4222

TOMBERLIN 500L Car, 09, Street legal Only 18mi, Orange, New motor 2/18 Garaged. \$4,990. (339) 689-4989

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 CASH FOR SAKI
 I buy old saxophones, any cond! Call 239-289-0869

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 Good or bad condition needed!
 CASH PAID IN HAND!
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Homes for Sale - In State

Fort Myers Beach-Conti home w pool & boat dock on 21 acre lot. Open, low-ceil 200/200 fully remodel. Terrazo, granite flooring, stainless steel appliances. One look from beach. Could be a beautiful or show place. Call: 239-558-0025 or info.net 4072421

Fort Myers Beach-Golf View Call Unit 853, 55+288, Open floor Plan Carport, Patio, W/D, Pnt Entry to Beach, Low Fees, No dogs. \$160,000 760-972-1809

This Out!
 Ft Myers, 8012 Kanis Rd, 5 bed 3.5 bath house with 10' Mother In Law suite, Tennis CL Pool, golf, RV parking. Home 217-2718

Mobile Homes for Sale
BY OWNER
 TROPICANA RV PARK 55+ Beautiful full wide mobile 28', 2 BA, totally furnished 100' x 40' Used 6 seasons. The best in the park. For John Morris & McGrover Reduced \$120,000 813-466-7891

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 MARINA PROPERTY, PRICED TO SELL! Private waterfront community. With Concierge Boat Service and Boatlifts. Only 1138 885. Video: www.WaterfrontLife.net 877.538.1349 Florida Waterfront Marketing, LLC. Licensed Real Estate Broker

OPEN HOUSE
 Waterfront Community 15230 Bay Pointe Blvd #104 - 2 B, 2 BA furnished condo completely updated 1 yr warranty. Agents welcome 315-425-1625

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Wheels
 best deal for you.

Cars
 Chevy 508 sport truck 2006. Excellent, 400 hp & fire Vetrol motor, \$25,300. 239-284-7834.

LOOK
 Chrysler Crossfire Convertible 2005-light blue, 28,922mi, immaculate condition. \$13,000. 850-830-7033.

Checklist
 MERCEDES SL550 14-Convertible, 26k mi. Black, 1 owner. \$68,000. Call 239-810-0477

Classic and Antique
 Triumph TR6, 1974, 512,500. Blue with black interior. rebuilt mechanically, paint fair. A daily driver, Michelin red line, luggage rack. Driving record, 239-247-1705

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 Travel Campers
 5th Wheelers, Etc.
 Good or bad condition needed!
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 239-558-0025
 www.rvworlde.com

2006 Tiffin Allegro Bus Motorhome, 40 ft., 60,000 miles, 4 slides, Cummins 400 8158-200. 850-250-4955 brucey@valhalla.com

Vans
 Dodge Wheelchair Van 2015
 10 in lowered floor, ramp & tie downs. Low mi. Call 233-434-2267

Water Sports
Boating
 relaxation...

Boat
 STANACRAFT 22ft Dick Bow w/350 Yamaha, 120 hp stored 8hrs per yr. Blue boat \$31,600. Sell for 317-427-9616

Storage and Service
ATTENTION!
 TURN YOUR BOAT INTO AN ASSET
 LOCAL ISO BOAT FOR RENT
 30ft & Up. Live-Aboard. Refs Provided • Deposit.
 239-240-9963

Your Source
Legals
 for the latest.

Fictitious Business
 NOTICE UNDER FICTITIOUS NAME LAW PURSUANT TO SECTION 865.09, FLORIDA STATUTES

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of J. J. Village located at 3819 SW 17th Place, Cape Coral, FL 33914, intended to register this fictitious name with the Division of Corporations of the State of Florida, Department of State in Tallahassee, Florida. Owner: Jennifer Kane AD42743030 Feb. 21, 2018

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Legal Notices
 Notice is hereby given to:
 Bales, Luan D
 3810 SE 3rd Ave
 Cape Coral
 Ball, Cory M
 27555 E. 1st Ave
 Bonita Springs
 Barr, Justin B
 2024 Shadock Rd W
 Fort Myers
 Gibson, Nathaniel T
 1815 Spruce Dr W
 Fort Myers
 Jones, Danyelle C
 1888 Hampton St
 Fort Myers
 Kammal, Nicole D
 605 Hancock Bridge Pkwy
 Cape Coral
 Kirk, Shaun D
 8144 Cook Dr
 North Fort Myers
 McCoy, Jewell III
 219 SE 10th St
 Cape Coral
 Pecoraro, Jeremy A
 1310 Verona Dr
 North Fort Myers
 Peterson, Kody J
 7811 Reflection Cove Dr
 Fort Myers
 Scott, Victoria E
 5948 Bonita Rd
 Bonita Springs
 Smith, A. Corbin, Jr.
 2108 NE 33rd Tr
 Cape Coral
 You are hereby notified that your eligibility to vote in a question. You are required to appear at the City Hall or at the Elections in Lee County Florida, on or about thirty (30) days after the date of this publishing. Failure to respond will result in a final determination of ineligibility by the Supervisor and your name will be removed from the Voter Registration System. If your assistance is needed, please contact the Supervisor at the address below.

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Corkscrew Farms Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	7990	\$ 2,813.88		Management Services - August
Monthly Contract Sub-Total		\$ 2,813.88		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 2,813.88		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Meritus Districts

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070



Meritus
Districts
Solutions for Better Communities.

INVOICE


Invoice Number: 7990
Invoice Date: Aug 1, 2017
Page: 1

Bill To:

Corkscrew Farms CDD
2005 Pan Am Circle
Suite 120
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Corkscrew Farms CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		8/1/17

Quantity	Item	Description	Unit Price	Amount
	DMS	District Management Services - August		2,812.50
	Postage	Postage - June		1.38
				

Subtotal	2,813.88
Sales Tax	
Total Invoice Amount	2,813.88
Payment/Credit Applied	
TOTAL	2,813.88

Check/Credit Memo No:

Corkscrew Farms Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2018



Meritus Districts
2005 Pan Am Circle ~ Suite 120 ~ Tampa, FL 33607-1775
Phone (813) 873-7300 ~ Fax (813) 873-7070

Corkscrew Farms CDD

Balance Sheet

As of 8/31/2018

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2016	Capital Project Fund - Series 2016	General Fixed Assets	General Long-Term Debt	Total
Assets						
Cash--Operating Account	696	0	0	0	0	696
Revenue - Series 2016 #3000	0	130,018	0	0	0	130,018
Interest - Series 2016 #3001	0	0	0	0	0	0
Sinking - Series 2016 #3002	0	0	0	0	0	0
Reserve - Series 2016 #3004	0	837,769	0	0	0	837,769
Prepayment - Series 2016 #3005	0	836,375	0	0	0	836,375
Capital Int- Series 2016 #3007	0	0	0	0	0	0
Const/Aquis - Series 2016 #3006	0	0	42	0	0	42
Cost of Issuance - Series 2016	0	0	0	0	0	0
Interest - Series 2017 #2001	0	0	0	0	0	27
Reserve - Series 2017 #2003	0	0	0	0	0	1,356,309
Prepayment - Series 2017 #2004	0	0	0	0	0	5,347
Const/Aquis - Series 2017 #2005	0	0	0	0	0	8,622,406
Capitalized Interest - Series 2017 #2006	0	0	0	0	0	2,094,363
Costs of Issuance - Series 2017 #2007	0	0	0	0	0	0
Due from Developer	0	0	0	0	0	0
Due From General Fund	0	0	0	0	0	0
Prepaid Items	0	0	0	0	0	0
Prepaid General Liability Insurance	1,434	0	0	0	0	1,434
Prepaid D & O Insurance	678	0	0	0	0	678
Construction Work in Progress	0	0	0	30,743,173	0	30,743,173
Amount Available-Debt Service	0	0	0	0	1,525,732	1,525,732
Amount To Be Provided-Debt Service	0	0	0	0	46,074,268	46,074,268
Other	0	0	0	0	0	0
Total Assets	2,808	1,804,162	42	30,743,173	47,600,000	92,228,636
Liabilities						
Accounts Payable	5,278	0	0	0	0	5,278
Accounts Payable-Other	0	0	0	0	0	0
Due To Debt Service Fund	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0
Bonds Payable - Series 2016	0	0	0	0	19,600,000	19,600,000
Bond Payable - Series 2017	0	0	0	0	28,000,000	28,000,000
Total Liabilities	5,278	0	0	0	47,600,000	47,605,278
Fund Equity & Other Credits						
Fund Balance-All Other Reserves	0	1,618,830	42	0	0	1,618,871

Corkscrew Farms CDD

Balance Sheet

As of 8/31/2018

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2016	Capital Project Fund - Series 2016	General Fixed Assets	General Long-Term Debt	Total
Fund Balance-Unreserved	(1)	0	0	0	0	(1)
Investment in General Fixed Assets	0	0	0	30,743,173	0	30,743,173
Other	(2,469)	185,332	0	0	0	12,261,315
Total Fund Equity & Other Credits	<u>(2,470)</u>	<u>1,804,162</u>	<u>42</u>	<u>30,743,173</u>	<u>0</u>	<u>44,623,358</u>
Total Liabilities & Fund Equity	<u>2,808</u>	<u>1,804,162</u>	<u>42</u>	<u>30,743,173</u>	<u>47,600,000</u>	<u>92,228,636</u>

Corkscrew Farms CDD

Statement of Revenues & Expenditures

General Fund - 001

From 10/1/2017 Through 8/31/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Discounts & Collection Fees	(104,375)	0	104,375	(100)%
Operations & Maintenance-Tax Roll	8,029	20,141	12,112	151 %
Operation & Maintenance-Off Roll	189,556	13,809	(175,747)	(93)%
Contributions & Donations From Private Sources				
Developer Contribution	0	112,776	112,776	0 %
Total Revenues	93,210	146,725	53,515	57 %
Expenditures				
Financial & Administrative				
District Manager	34,000	30,938	3,063	9 %
District Engineer	12,500	10,543	1,958	16 %
Trustee Fees	8,000	5,041	2,959	37 %
Auditing Services	5,500	3,023	2,477	45 %
Postage, Phone, Faxes, Copies	150	113	37	25 %
Public Officials Insurance	2,500	1,608	892	36 %
Property & Casualty Insurance	0	3,985	(3,985)	0 %
Legal Advertising	0	4,363	(4,363)	0 %
Bank Fees	300	82	218	73 %
Dues, Licenses, & Fees	260	455	(195)	(75)%
Legal Counsel				
District Counsel	12,500	7,571	4,929	39 %
Other Physical Environment				
Contingency Expense	0	161,827	(161,827)	0 %
Property & Casualty Insurance	15,000	0	15,000	100 %
Reserves				
Undesignated Reserves	2,500	0	2,500	100 %
Total Expenditures	93,210	229,548	(136,338)	(146)%
Excess of Revenues Over (Under) Expenditures	0	(82,822)	(82,822)	0 %
Fund Balance, Beginning of Period	0	(1)	(1)	0 %
Fund Balance, End of Period	0	(82,823)	(82,823)	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

Debt Service Fund - Series 2016 - 200

From 10/1/2017 Through 8/31/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assessments-Tax Roll	1,274,563	329,650	(944,913)	(74)%
Debt Service Prepayments	0	2,407,933	2,407,933	0 %
Debt Service Assessments-Off Roll	0	334,984	334,984	0 %
Debt Service Assessments-Developer	0	745,526	745,526	0 %
Interest Earnings				
Interest Earnings	0	13,357	13,357	0 %
Total Revenues	<u>1,274,563</u>	<u>3,831,451</u>	<u>2,556,888</u>	<u>201 %</u>
Expenditures				
Debt Service Payments				
Interest	924,562	916,119	8,443	1 %
Principal	<u>350,000</u>	<u>2,730,000</u>	<u>(2,380,000)</u>	<u>(680)%</u>
Total Expenditures	<u>1,274,562</u>	<u>3,646,119</u>	<u>(2,371,557)</u>	<u>(186)%</u>
Excess of Revenues Over (Under) Expenditures	<u>1</u>	<u>185,332</u>	<u>185,331</u>	<u>18,533,106 %</u>
Fund Balance, Beginning of Period	0	1,618,830	1,618,830	0 %
Fund Balance, End of Period	<u><u>1</u></u>	<u><u>1,804,162</u></u>	<u><u>1,804,161</u></u>	<u><u>180,416,073 %</u></u>

Corkscrew Farms CDD

Statement of Revenues & Expenditures

Debt Service Fund - Series 2017 - 201

From 10/1/2017 Through 8/31/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	28,354	28,354	0 %
Total Revenues	0	28,354	28,354	0 %
Expenditures				
Debt Service Payments				
Interest	0	496,075	(496,075)	0 %
Principal	0	5,000	(5,000)	0 %
Total Expenditures	0	501,075	(501,075)	0 %
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	0	83	83	0 %
Debt Proceeds				
Bond Proceeds	0	3,928,684	3,928,684	0 %
Total Other Financing Sources	0	3,928,767	3,928,767	0 %
Excess of Revenues Over (Under) Expenditures	0	3,456,046	3,456,046	0 %
Fund Balance, End of Period	0	3,456,046	3,456,046	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

Capital Project Fund - Series 2016 - 300

From 10/1/2017 Through 8/31/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	0	0	0 %
Total Revenues	0	0	0	0 %
Excess of Revenues Over (Under) Expenditures	0	0	0	0 %
Fund Balance, Beginning of Period	0	42	42	0 %
Fund Balance, End of Period	0	42	42	0 %

Corkscrew Farms CDD

Statement of Revenues & Expenditures

Capital Project Fund - Series 2017 - 301

From 10/1/2017 Through 8/31/2018

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	127,638	127,638	0 %
Total Revenues	0	127,638	127,638	0 %
Expenditures				
Financial & Administrative				
District Manager	0	35,000	(35,000)	0 %
Trustee Fees	0	10,750	(10,750)	0 %
Underwriting Counsel	0	42,500	(42,500)	0 %
Bond Counsel	0	50,000	(50,000)	0 %
Miscellaneous Fees	0	1,250	(1,250)	0 %
Legal Counsel				
District Counsel	0	42,500	(42,500)	0 %
Other Physical Environment				
Improvements Other Than Buildings	0	14,834,465	(14,834,465)	0 %
Total Expenditures	0	15,016,465	(15,016,465)	0 %
Other Financing Sources				
Debt Proceeds				
Bond Proceeds	0	23,511,316	23,511,316	0 %
Interfund Transfer				
Interfund Transfer	0	(83)	(83)	0 %
Total Other Financing Sources	0	23,511,233	23,511,233	0 %
Excess of Revenues Over (Under)	0	8,622,406	8,622,406	0 %
Expenditures				
Fund Balance, End of Period	0	8,622,406	8,622,406	0 %

Corkscrew Farms CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash--Operating Account
Reconciliation ID: 08/31/2018
Reconciliation Date: 8/31/2018
Status: Locked

Bank Balance	696.11
Less Outstanding Checks/Vouchers	800.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>800.00</u>
Reconciled Bank Balance	696.11
Balance Per Books	<u>696.11</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 08/31/2018

Reconciliation Date: 8/31/2018

Status: Locked

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1079	8/9/2018	System Generated Check/Voucher	800.00	Grau and Associates
Outstanding Checks/Vouchers			800.00	

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 08/31/2018

Reconciliation Date: 8/31/2018

Status: Locked

Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1077	7/26/2018	System Generated Check/Voucher	152.25	News-Press Media Group
1078	8/1/2018	System Generated Check/Voucher	2,812.50	Meritus Districts
1080	8/23/2018	System Generated Check/Voucher	280.00	Lee County Property Appraiser
Cleared Checks/Vouchers			3,244.75	

Corkscrew Farms CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account

Reconciliation ID: 08/31/2018

Reconciliation Date: 8/31/2018

Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	050	7/30/2018	Lot Closings CK 133468/133469	309.25
	051	8/8/2018	Lot Closings CK 137722/134723	744.43
	055	8/17/2018	Lot Closings CK 135549/135550	889.47
	056	8/31/2018	August Bank Activity	<u>(72.00)</u>
Cleared Deposits				<u>1,871.15</u>



FCB

Received

FLORIDA COMMUNITY BANK

(866) 764-0006 • www.FloridaCommunityBank.com

26381 S. Tamiami Trail, Suite 200, Bonita Springs, FL 34134

Return Service Requested

SEP 06 2018

00008381-0025147-0001-0003-FIMC8006580901185543

CORKSCREW FARMS COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA FL 33607-2380

Last statement: July 31, 2018
This statement: August 31, 2018
Total days in statement period: 31

Page: 1 of 4
XXXXXX9400
(6)

Direct inquiries to:
Local Branch, 239 437-0025

Florida Community Bank, N.A.
7900 Summerlin Lakes Dr
Fort Myers, FL 33907

Public Funds Checking

Account number	XXXXXX9400	Beginning balance	\$2,069.71
Enclosures	6	Total additions	1,943.15
		Total subtractions	3,316.75
		Ending balance	\$696.11

CHECKS

Number	Date	Amount	Number	Date	Amount
1077	08-09	152.25	1080 *	08-30	280.00
1078	08-03	2,812.50	* Skip in check sequence		

DEBITS

Date	Description	Subtractions
08-03	' NSF / Overdraft Fee FOR OVERDRAFT CHECK # 1078	31.00
08-08	' Overdraft Fee FOR CONTINUOUS OD ON 08-08-18	5.00
08-09	' Overdraft Fee FOR CONTINUOUS OD ON 08-09-18	5.00
08-09	' NSF / Overdraft Fee FOR OVERDRAFT CHECK # 1077	31.00

CREDITS

Date	Description	Additions
08-10	Deposit	309.25
08-10	Deposit	744.43
08-20	Deposit	889.47



Member
FDIC

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

FLORIDA COMMUNITY BANK

1255 TAMIAI TRAIL, PORT CHARLOTTE, FL 33953 • TELEPHONE: 1 (866) 764-0006

193



00008381-0025147-0001-0003-FIMC8006580901185543(00008381)-000025149

00008381-0025147-0001-0003-FIMC8006580901185543(00008381)-000025149



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Return Service Requested

CORKSCREW FARMS COMMUNITY DEVELOPMENT
August 31, 2018

Page: 2 of 4
XXXXXX9400

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
07-31	2,069.71	08-09	-967.04	08-30	696.11
08-03	-773.79	08-10	86.64		
08-08	-778.79	08-20	976.11		

00008381-0025149-0002-0003-FIMC8006580-3543(00008381)-000025151



Thank you for banking with Florida Community Bank, N.A.



PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.
FLORIDA COMMUNITY BANK
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CORKSCREW FARMS COMMUNITY DEVELOI

Account: *****9400

Page: 3 of 4

DEPOSIT TICKET
FOR CASH, CHECKS, MONEY ORDER, ETC.

DATE: 7/30/18

CHECKS: 1339.68

CASH: 309.25

TOTAL: 309.25

CORKSCREW FARMS CDDO
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

FCB
FLORIDA COMMUNITY BANK

08/10/2018 Deposit \$309.25

THIS SIDE FOR BANK USE ONLY

CHECKS: 1339.68

CASH: 309.25

TOTAL: 309.25

CORKSCREW FARMS CDDO
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

FCB
FLORIDA COMMUNITY BANK

DEPOSIT TICKET
FOR CASH, CHECKS, MONEY ORDER, ETC.

DATE: 8/7/18

CHECKS: 744.43

CASH: 0.00

TOTAL: 744.43

CORKSCREW FARMS CDDO
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

FCB
FLORIDA COMMUNITY BANK

08/10/2018 Deposit \$744.43

THIS SIDE FOR BANK USE ONLY

CHECKS: 744.43

CASH: 0.00

TOTAL: 744.43

CORKSCREW FARMS CDDO
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

FCB
FLORIDA COMMUNITY BANK

DEPOSIT TICKET
FOR CASH, CHECKS, MONEY ORDER, ETC.

DATE: 8/17/18

CHECKS: 889.47

CASH: 0.00

TOTAL: 889.47

CORKSCREW FARMS CDDO
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

FCB
FLORIDA COMMUNITY BANK

08/20/2018 Deposit \$889.47

THIS SIDE FOR BANK USE ONLY

CHECKS: 889.47

CASH: 0.00

TOTAL: 889.47

CORKSCREW FARMS CDDO
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

FCB
FLORIDA COMMUNITY BANK

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

DATE: 7/26/2018

AMOUNT: \$152.25

1077

08/09/2018 1077 \$152.25

THIS SIDE FOR BANK USE ONLY

DATE: 7/26/2018

AMOUNT: \$152.25

1077

CORKSCREW FARMS
COMMUNITY DEVELOPMENT
2005 PAN AM CIR SUITE 120
TAMPA, FL 33607-2380

DATE: 8/1/2018

AMOUNT: \$2,812.50

1078

08/03/2018 1078 \$2,812.50

THIS SIDE FOR BANK USE ONLY

DATE: 8/1/2018

AMOUNT: \$2,812.50

1078

Page: 4 of 4

Seq: 154
Batch: 260535
Date: 08/29/18