



**OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY**

**SPECIAL BOARD MEETING  
& PUBLIC HEARING  
AUGUST 15, 2025  
1:30 P.M.**

Special District Services, Inc.  
8785 SW 165<sup>th</sup> Avenue, Suite 200  
Miami, FL 33193

[www.oldtownfloridacdd.org](http://www.oldtownfloridacdd.org)

786.303.3661 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

**AGENDA**  
**OLD TOWN FLORIDIAN**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Kendall Executive Center  
8785 SW 165<sup>th</sup> Avenue, Suite 200  
Miami, Florida 33193  
**SPECIAL BOARD MEETING & PUBLIC HEARING**  
August 15, 2025  
1:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
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- G. Public Hearing
  - 1. Proof of Publication.....Page 4
  - 2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget
  - 3. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Final Budget.....Page 5
- H. Old Business
  - 1. Staff Report: As Required
- I. New Business
  - 1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2025/2026 Meeting Schedule.....Page 10
  - 2. Consider Resolution No. 2025-06 – Calling for Landowners Election.....Page 12
- J. Administrative & Operational Matters
  - 1. 2025 Legislative Update Memo – BCLMR.....Page 18
  - 2. 2025 Interlocal Access Agreement – Advertisements and Public Notices on County Designated Website.....Page 22
- K. Board Member & Staff Closing Comments
- L. Adjourn

Publication Date  
2025-07-25

Subcategory  
Miscellaneous Notices

Notice of Public Hearing &  
Special Board Meeting of the  
Old Town Floridian Community Development District

The Board of Supervisors (the "Board") of the Old Town Floridian Community Development District (the "District") will hold a Public Hearing and Special Board Meeting on August 15, 2025, at 1:30 p.m., or as soon thereafter as can be heard, in the Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193.

The purpose of the Public Hearings is to receive public comment on the Fiscal Year 2025/2026 Proposed Final Budget and the Non-Ad Valorem Assessment Roll of the District. The purpose of the Special Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the District's Budget and/or the Agenda may be obtained from the District's website ([www.oldtownfloridiancdd.org](http://www.oldtownfloridiancdd.org)) or at the offices of the District Manager, Special District Services, Inc., 8785 SW 165th Avenue, Miami, Florida 33193, during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Scheduled Meetings may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 313-3661 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings. If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Special Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT DISTRICT  
[www.oldtownfloridiancdd.org](http://www.oldtownfloridiancdd.org)  
IPL0255571  
Jul 25, Aug 1 2025

**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
MAY 21, 2025**

**A. CALL TO ORDER**

The May 21, 2025, Regular Board Meeting of the Old Town Floridian Community Development District (the “District”) was called to order at 1:30 p.m. at the Kendall Executive Center located at 8785 SW 165<sup>th</sup>, Suite 200, Miami, Florida 33193.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the May 21, 2025, Regular Board Meeting had been published in the *Miami Herald* on September 30, 2024, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the attendance Chairperson Aninely Mayoral and Supervisor Carlos Tosca and Jose Gonzalez constituted a quorum and it was in order to proceed with the meeting.

Staff present: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

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

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

**F. APPROVAL OF MINUTES**

**1. February 19, 2025, Regular Board Meeting**

The minutes of the February 19, 2025, Regular Board Meeting were presented and the Board was asked if there were any changes. There being no changes, a **motion** was made by Mr. Tosca, seconded by Ms. Mayoral and unanimously passed approving the minutes of the February 19, 2025, Regular Board Meeting, as presented.

**G. OLD BUSINESS**

**1. Staff Report: As Required**

There was no old business to report at this time.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2025-03 – Adopting a Fiscal Year 2025/2026 Proposed Budget**

Mr. Silva presented Resolution No. 2025-03, entitled:

## RESOLUTION NO. 2025-03

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Silva read the title of the resolution into the record and reviewed the proposed budget. He advised that since the overall proposed assessments were not increasing in the fiscal year 2025/2026, letters to residents would not be required. Furthermore, Mr. Silva stated as part of Resolution No. 2025-01, the Board must set a date for the public hearing to adopt the 2025/2026 final fiscal year budget and assessments. A discussion ensued after which:

A **motion** was made by Ms. Mayoral, seconded by Mr. Gonzalez and unanimously passed approving and adopting Resolution No. 2025-03, *as presented*, thus setting the public hearing to adopt the 2025/2026 Fiscal Year budget and assessments for August 8, 2025, at 1:30 p.m. at the Kendall Executive Center located at 8785 SW 165<sup>th</sup>, Suite 200, Miami, Florida 33193.

#### **2. Consider Approval of Intergovernmental Cooperation Agreement – Miami-Dade County**

Mr. Silva provided an explanation for the Intergovernmental Cooperation Agreement between the Miami-Dade County Property Appraiser, the Miami-Dade County Tax Collector and the District (the “Agreement”). A discussion ensued after which;

A **motion** was made by Mr. Tosca, seconded by Ms. Mayoral and unanimously passed approving the Intergovernmental Cooperation Agreement between the Miami-Dade County Property Appraiser, the Miami-Dade County Tax Collector and the Old Town Floridian Community Development District; and authorizes District Officers to execute the Agreement and further authorizes District Staff to deliver the Agreement to the applicable Miami-Dade County department.

#### **I. ADMINISTRATIVE & OPERATIONAL MATTERS**

The Board Members were reminded of the importance of electronically completing their individual 2024 Statement of Financial Interests Form 1. The deadline for submittal is July 1, 2025.

#### **J. BOARD MEMBER & STAFF CLOSING COMMENTS**

There were no Board Member & staff closing comments.

#### **K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Tosca, seconded by Ms. Mayoral and unanimously passed adjourning the Regular Board Meeting at 1:42 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

Publication Date  
2025-07-25

Subcategory  
Miscellaneous Notices

Notice of Public Hearing &  
Special Board Meeting of the  
Old Town Floridian Community Development District

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The purpose of the Public Hearings is to receive public comment on the Fiscal Year 2025/2026 Proposed Final Budget and the Non-Ad Valorem Assessment Roll of the District. The purpose of the Special Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. A copy of the District's Budget and/or the Agenda may be obtained from the District's website ([www.oldtownfloridiancdd.org](http://www.oldtownfloridiancdd.org)) or at the offices of the District Manager, Special District Services, Inc., 8785 SW 165th Avenue, Miami, Florida 33193, during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Scheduled Meetings may be continued as found necessary to a time and place specified on the record.

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OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT DISTRICT  
[www.oldtownfloridiancdd.org](http://www.oldtownfloridiancdd.org)  
IPL0255571  
Jul 25, Aug 1 2025

**RESOLUTION NO. 2025-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Old Town Floridian Community Development District (“District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2025/2026, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

**WHEREAS**, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2025/2026 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The Operating Fund Budget for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is accepted, approved and adopted.

**Section 2.** The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 15<sup>th</sup> day of August, 2025.

**ATTEST:**

**OLD TOWN FLORIDIAN COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

# Old Town Floridian Community Development District

**Final Budget For  
Fiscal Year 2025/2026  
October 1, 2025 - September 30, 2026**



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**FINAL BUDGET**  
**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**  
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

	<b>FISCAL YEAR 2025/2026 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	110,165
Debt Assessments	0
Interest Income	60
<b>TOTAL REVENUES</b>	<b>\$ 110,225</b>
<b>EXPENDITURES</b>	
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	29,400
Legal	15,000
Assessment Roll	6,500
Audit Fees	4,400
Arbitrage Rebate Fee	650
Insurance	6,400
Legal Advertisements	4,800
Miscellaneous	1,050
Postage	300
Office Supplies	800
Dues & Subscriptions	175
Website Management & ADA Compliance	1,500
Trustee Fees	4,250
Continuing Disclosure Fee	2,000
<b>Total Administrative Expenditures</b>	<b>\$ 77,225</b>
<b>Maintenance Expenditures</b>	
Engineering/Inspections	3,000
Miscellaneous Maintenance	15,000
Infrastructure Maintenance	15,000
<b>Total Maintenance Expenditures</b>	<b>\$ 33,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 110,225</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**  
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
O&M Assessments	0	0	0	
Developer Contribution	43,250	110,165	110,165	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	156	60	60	Interest Projected At \$5 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 43,406</b>	<b>\$ 110,225</b>	<b>\$ 110,225</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	
Management	29,400	29,400	29,400	2,450 Per Month
Legal	8,810	15,000	15,000	FY 2024/2025 Expenditure Through Dec 2024 Was \$2,680
Assessment Roll	0	6,500	6,500	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	3,300	4,400	4,400	Fee Will Be Adjusted When Bond Is Issued
Arbitrage Rebate Fee	0	650	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	5,778	6,000	6,400	FY 2024/2025 Expenditure Was \$6,009
Legal Advertisements	3,270	5,000	4,800	\$200 Decrease From 2024/2025 Budget
Miscellaneous	248	1,250	1,050	\$200 Decrease From 2024/2025 Budget
Postage	114	300	300	No Change From 2024/2025 Budget
Office Supplies	139	800	800	No Change From 2024/2025 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	1,500	1,500	1,500	No Change From 2024/2025 Budget
Trustee Fees	0	4,250	4,250	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	2,000	2,000	Will Commence In Fiscal Year Following Issuing Of Bond
<b>Total Administrative Expenditures</b>	<b>\$ 52,734</b>	<b>\$ 77,225</b>	<b>\$ 77,225</b>	
<b>Maintenance Expenditures</b>				
Engineering/Inspections	577	3,000	3,000	Engineers Report To Be Included In Bond Cost Of Issuance
Miscellaneous Maintenance	0	15,000	15,000	No Change From 2024/2025 Budget
Infrastructure Maintenance	0	15,000	15,000	No Change From 2024/2025 Budget
<b>Total Maintenance Expenditures</b>	<b>\$ 577</b>	<b>\$ 33,000</b>	<b>\$ 33,000</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 53,311</b>	<b>\$ 110,225</b>	<b>\$ 110,225</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ (9,905)</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$ (9,905)</b>	<b>\$ -</b>	<b>\$ -</b>	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (9,905)</b>	<b>\$ -</b>	<b>\$ -</b>	

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Old Town Floridian Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated in the City of Florida City within Miami-Dade County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2025/2026 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT:**

1. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of August, 2025.

**ATTEST:**

**OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chair / Vice Chair

**OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026  
BOARD OF SUPERVISORS' MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Old Town Floridian Community Development District** (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **10:45 a.m.** on the following dates:

**October 15, 2025  
November 19, 2025  
February 18, 2026  
March 18, 2026  
April 15, 2026  
May 20, 2026  
June 17, 2026  
July 15, 2026  
August 19, 2026  
September 16, 2026**

The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 8785 SW 165<sup>th</sup> Avenue, Suite 200, Miami, Florida, 33193 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that 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 such appeal is to be based.

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

District Manager

**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT**

**[www.oldtownfloridiancdd.org](http://www.oldtownfloridiancdd.org)**

**PUBLISH: MIAMI HERALD      XX/XX/25**

**RESOLUTION NO. 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR THE LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Old Town Floridian Community Development District ("District") was established by Ordinance #21-27 of the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as outlined in Chapter 190, Section 190.006, *Florida Statutes*, a landowners' election shall be announced at a public meeting of the Board at least ninety (90) days prior to the date of the landowners' meeting, and for the purpose of electing three (3) supervisors; and

**WHEREAS**, at such meeting, each landowner shall be entitled to cast one (1) vote per acre (or fraction thereof) or one vote for each platted lot of land owned and located within the District for each person to be elected; and

**WHEREAS**, the two (2) candidates receiving the highest number of votes shall each serve for a four (4) year term and the one (1) candidate receiving the next largest number of votes shall serve for a two (2) year term; and

**WHEREAS**, a Notice of the Landowners' Meeting shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

**WHEREAS**, attached hereto as Exhibit "A" and made a part hereof are (i) instructions (Election Procedures) on how all landowners may participate in the election, (ii) proxy form that may be utilized by the landowners at such meeting; and (iii) a sample ballot for information purposes.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The Landowners' Meeting will be held on November 19, 2025 at 10:45 a.m. at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126.

**Section 3.** The instructions, the form of proxy; and sample ballot attached hereto as Exhibit "A" are hereby acknowledged and approved.

**Section 4.** A Notice of the Landowners' Meeting shall be published as prescribed by law.

**PASSED, ADOPTED and EFFECTIVE** this 15<sup>th</sup> day of August, 2025.

**ATTEST:**

**OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_  
Chair / Vice Chair



## **SPECIAL DISTRICT (CDD) ELECTION PROCEDURES**

### **1. Landowners' Meeting**

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two years during the month of November for the purpose of electing Supervisors. The second election by landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

### **2. Establishment of Quorum**

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

### **3. Nomination of Candidates**

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

### **4. Voting**

Each Landowner shall be entitled to cast one vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three positions open, an owner of one acre or less (or one lot parcel) may cast one vote for each of the three positions. An owner of two acres (or two lot parcels) may cast two votes for each of the three positions.) Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

### **5. Registration for Casting Ballots**

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

- a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being submitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
- c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

#### 6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board of Supervisor and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board of Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

#### 7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections\*, the two candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

\* At the final landowner election (*after the 6<sup>th</sup> or 10<sup>th</sup> year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two supervisors are elected by General Election).

#### 8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.



9. Recessing of Annual Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage (or lot parcel) ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

## LANDOWNER PROXY

### OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT LANDOWNERS' MEETING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the initial meeting of the landowners of the **Old Town Floridian Community Development District** to be held on November 19, 2025 at 10:45 a.m. in the Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the annual meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

\_\_\_\_\_  
**Printed Name of Legal Owner/Entity**

\_\_\_\_\_  
**Signature of Legal Owner (and/or Authorized Representative)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parcel(s) Description(s)\*{Folio Number(s)}**

\_\_\_\_\_  
**# of Units/Acres**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 190.006(2)(b), *Florida Statutes* (2025), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

**TOTAL NUMBER OF AUTHORIZED VOTES: \_\_\_\_\_**

**If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)**

**OFFICIAL BALLOT**

**BALLOT # \_\_\_\_\_**

**OLD TOWN FLORIDIAN  
COMMUNITY DEVELOPMENT DISTRICT  
LANDOWNERS' MEETING**

**ELECTION OF BOARD SUPERVISORS**

**NOVEMBER 19, 2025**

The undersigned certifies that he/she is the owner (\_\_\_\_) or duly authorized **representative of lawful proxy of an owner (\_\_\_\_)** of land in the **Old Town Floridian Community Development District**, constituting Acre(s)/Lot(s)/Unit(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open position:

**Name of Candidate**

**Number of Votes**

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*{The two (2) candidates receiving the highest number of votes shall each be elected for a four (4) year term of office; the one (1) candidate receiving the next highest number of votes shall each be elected for a two (2) year term of office.}*

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

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

Street Address or Tax Parcel Id Number for your Real Property:

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## MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
District Counsel

DATE: June 30, 2025

RE: 2025 Legislative Update

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As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

**1. Chapter 2025 – 195, Laws of Florida (SB 268).** The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

**2. Chapter 2025 – 174, Laws of Florida (HB 669).** The legislation prohibits a local government’s<sup>1</sup> investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

**3. Chapter 2025 – 189, Laws of Florida (SB 108).** The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

**New Timelines and Notice Requirements:**

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

**4. Chapter 2025 – 85, Laws of Florida (SB 348).** The legislation amends the Code of Ethics to establish a new “stolen valor” provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

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<sup>1</sup> A “unit of local government” is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new “stolen valor” provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

**5. Chapter 2025 – 164, Laws of Florida (SB 784).** The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

**6. Chapter 2025 – 140, Laws of Florida (HB 683).** The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.

**Interlocal Access Agreement for Local Government Publication of Legal  
Advertisements and Public Notices on County Designated Website**

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and \_\_\_\_\_, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

**RECITALS**

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead be placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessible website – **legalads.miamidade.gov** - for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

**TERMS**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.



2. Designation of Website. The County has designated **legalads.miamidade.gov** (“Website”) as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County’s notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the “Website” for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County’s choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties (“Effective Date”) and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an “Extension Term”) on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government’s use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time (“Legal

Requirements”). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details, which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government’s use of the Website, and any County administrative staff time required to facilitate Local Government’s use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local

Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be \$707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses,

including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first-class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:

Miami-Dade County Communications and Customer Experience Department  
ATTN: Inson Kim  
111 NW 1<sup>st</sup> Street  
Suite 2510  
Miami, FL 33128

FOR LOCAL GOVERNMENT:

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19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court for the

Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(Remainder of this page intentionally left blank.)

**COUNTY**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI-DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on \_\_\_\_\_, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through  
its County Mayor or County Mayor's Designee

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**LOCAL GOVERNMENT**

LOCAL GOVERNMENT NAME

ATTEST:

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

LOCAL GOVERNMENT MAYOR/ TITLE

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form  
and legal sufficiency:

\_\_\_\_\_