



**KEYS COVE II  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
SPECIAL BOARD MEETING  
& PUBLIC HEARING  
AUGUST 13, 2025  
12:00 P.M.**

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

[www.keyscove2cdd.org](http://www.keyscove2cdd.org)  
786.303.3661 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**  
Palm Breeze Clubhouse  
1427 SE 24th Place  
Homestead, Florida 33035  
**SPECIAL BOARD MEETING & PUBLIC HEARING**  
August 13, 2025  
12:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 14, 2025 Regular Board Meeting & Public Hearing.....Page 2
- G. Public Hearing
  - 1. Proof of Publication.....Page 7
  - 2. Receive Public Comments on Fiscal Year 2025/2026 Final Budget
  - 3. Consider Resolution No. 2025-06 – Adopting a Fiscal Year 2025/2026 Final Budget.....Page 8
- H. Old Business
  - 1. Update Regarding Security Services
  - 2. Update Regarding Lake Fountains
- I. New Business
  - 1. Discussion Regarding Seasonal Flowers in the Median Islands
  - 2. Discussion Regarding Visitor Passes/Parking/Towing
  - 3. Discussion Regarding Additional Speed Humps in Palm Breeze
  - 4. Discussion Regarding Holiday Lights
- J. Administrative & Operational Matters
  - 1. Legislative Update Memo – BCLMR.....Page 15
  - 2. Interlocal Access Agreement – Advertisements and Public Notices.....Page 19
  - 3. Reminder – Form 1, Statement of Financial Interest and Ethics Training
- K. Board Member & Staff Closing Comments
- L. Adjourn

Publication Date  
2025-07-31

Subcategory  
Miscellaneous Notices

Notice of Public Hearing and Special Board Meeting of the  
Keys Cove II Community  
Development District

The Board of Supervisors (the "Board") of the Keys Cove II Community Development District (the "District") will hold a Public Hearing and Special Board Meeting on August 13, 2025, at 12:00 p.m., or as soon thereafter as can be heard, in the Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2025/2026 Proposed Final Budget and Assessment Roll for 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 Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. 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.

Keys Cove II Community

Development District

[www.keyscove2cdd.org](http://www.keyscove2cdd.org)

IPL0255523

Jul 24,31 2025

**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
MAY 14, 2025**

**A. CALL TO ORDER**

The May 14, 2025, Regular Board Meeting of the Keys Cove II Community Development District (the “District”) was called to order at 12:07 p.m. in the Palm Breeze Clubhouse located at 1427 SE 24<sup>th</sup> Place, Homestead, Florida 33035.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Herald* on September 20, 2024, *as legally required*.

**C. ESTABLISH A QUORUM**

It was determined that the attendance of Chairperson Melony Fogelstrom and Assistance Secretaries Caridad Vargas , Irene De Leon Martinez, and Cynthia Portillo (via conference call) constituted a quorum.

Staff in attendance: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and General Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance: Tomas Simonson, Homestead, FL; Noel Castillo of Alton Madison Property Management (Towns at Seascape Association Management Company), Homestead, FL.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Silva requested to add the following item to the agenda:

- NEW BUSINESS - Consider Resolution No. 2025-05 – Adopting a Fiscal year 2025/2026 Meeting Schedule

The Board acknowledged Mr. Silva’s request.

**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 12, 2025, Regular Board Meeting**

The February 12, 2025, Regular Board Meeting Minutes were presented for consideration.

A **motion** was made by Ms. De Leon Martinez, seconded by Ms. Fogelstrom and passed unanimously approving the minutes of the February 12, 2025, Regular Board Meeting, as presented.

*Note: At 12:27 p.m., the Regular Board Meeting was recessed and the Public Hearing was opened.*

**G. PUBLIC HEARING**  
**1. Proof of Publication**

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Herald* on April 14, 2025 & April 15, 2025, as legally required.

**2. Receive Public Comment on Rulemaking for the Establishment of Playgrounds Rules on District Lands within the Boundaries of the District**

There was no public comment on the playground rules.

**3. Consider Resolution No. 2025-03 – Establishment of Playground Rules on District Land within the Boundaries of the District**

Mr. Silva presented Resolution No. 2024-03, entitled:

**RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, ENACTING THE DISTRICT PARK AND OPEN SPACE RULES; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Silva read the title of the resolution into the record and stated that it provides for approving and adopting District park and open space rules. A discussion ensued after which;

A **motion** was made by Ms. Vargas, seconded by Ms. Fogelstrom and unanimously passed adopting Resolution No. 2025-03, approving the District Park and Open Space rules, as presented.

*Note: at 12:36 p.m., the Public Hearing was then closed and the Regular Board Meeting was reconvened.*

**G. OLD BUSINESS**  
**1. Discussion Regarding Security Services**

Mr. Silva provided the Board with the following table:

Features	Regions Security	Envera Systems	Star Technology Group
One-Time Equipment Cost	\$8,314	\$26,219.61	\$20,070.66
Hardware Details	Cameras, Kiosk, License Plate Recognition	Kiosk System, License Plate Camera, Gate Control	Cameras, Kiosk, Remote Guarding, LPR
Installation Details	Video management server, cameras, software	Installation of Kiosk, cameras, sensors, router	Gatehouse camera system, visitor system, software
Support/Service Plan	Included, 24/7 support	Service & maintenance plan, 24-hour coverage	White glove support, 24-hour monitoring
Visitor Management Specifics	Monitors entry and exit via video surveillance	Automated Driver's License Reading, Visitor Processing	ZUUL system for resident guest management, QR code access, LPR data
Offers Roving Services	Yes	No	No
Total Monthly Cost	\$7,539	\$12,543.22	\$14,410.76
Total Yearly Cost	\$90,468	\$150,518.64	\$172,928.59
Savings vs Physical Guards (Yearly)	\$6.33% savings	Not specified	Not specified

A discussion ensued after which the Board consensus was to proceed with adding the Regions Security annual cost associated with the virtual guard gate and roving security to the fiscal year 2025/2026 budget.

## **2. Update Regarding Lake Fountain**

Mr. Silva informed the Board that the Keys Gate Master Association (“Master Association”) has reached out to him asking the following:

*“The Board of Directors will like to know how much money the CDD is willing to pay in legal fees, in order to have our Association attorneys review the draft documents and possibly have them look into environmental engineers to review as well.”*

Mr. Silva responded to them asking for an estimate of how much the legal fees would be.

## **3. Discussion Regarding Installation of Speed Humps**

Mr. Jerez informed the Board members that the installation of the speed humps was completed.

### **I. NEW BUSINESS**

#### **1. Consider Resolution No. 2025-04 – Adopting a Fiscal Year 2025/2026 Proposed Budget**

Mr. Silva presented Resolution No. 2025-04, entitled:

#### **RESOLUTION NO. 2025-04**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM ASSESSMENTS FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Silva read the title of the resolution into the record. Mr. Silva advised that the overall proposed assessments would be increasing in the fiscal year 2025/2026 and letters to the residents would be required. Furthermore, Mr. Silva stated as part of Resolution No. 2025-04, the Board must set a date for the public hearing to adopt the fiscal year 2025/2026 final budget and assessment roll. A discussion ensued after which:

A **motion** was made by Ms. Fogelstrom, seconded by Ms. De Leon Martinez and unanimously passed to approve and adopt Resolution No. 2025-04, *as amended*, adjusting the following line items: increase “Street/Roadway Maintenance & Upkeep - \$30,000; decrease Off Duty Police Services -\$20,000; increase Street Light Maintenance to \$35,000; and Increase Miscellaneous Maintenance to \$55,000; and setting the public hearing to adopt the fiscal year 2025/2026 final budget and assessments for August 13, 2025, at 12:00 p.m. in the Palm Breeze Clubhouse, located at 1427 SW 24<sup>th</sup> Place, Homestead, Florida 33035; and further authorizes publication/notice of the budget public hearing, as required by law.

## **2. Discussion Regarding Playground Rules**

This item was discussed during the Public Hearing.

## **3. Discussion Regarding Street Light Replacements**

Mr. Silva informed the Board that the District has started a long term project which entails the replacement of the street light lamps with a modern LED lamp design that lasts longer and prevents water from entering the lamp. It was noted that the current acorn street light lamps tend to come apart with strong gusts of wind which eventually cause the intrusion of water.

#### **4. Discussion Regarding the Replacement of Doggy Waste Stations**

Mr. Jerez informed the Board that an order was placed for doggy waste stations which would be utilized to replace those that are rusted and falling apart. The replacement should be completed within the next two-three weeks.

#### **5. ADD-ON: Consider Resolution No. 2025-05 – Adopting a Fiscal year 2025/2026 Meeting Schedule**

Mr. Silva presented Resolution No. 2025-05, entitled:

##### **RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025/2026 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Silva provided an explanation for the document noting that the District would hold Regular Meetings in the Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035 at 12:00 p.m. on the following dates:

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

A **motion** was made by Ms. De Leon Martinez, seconded by Ms. Fogelstrom and passed unanimously approving Resolution 2025-05, *as presented*.

#### **K. ADMINISTRATIVE & OPERATIONAL MATTERS**

##### **1. Discussion Regarding Memorandum Regarding the Legal Requirements for Miami-Dade County CDDs Owning/Maintaining Stormwater Management Systems**

Mr. Silva discussed a memorandum by District Counsel advising the District of the legal requirements with owning and maintaining stormwater management systems within Miami-Dade County. Certain

permitting requirements are now necessary as well as Operation & Maintenance manuals that are now required to submit to Miami-Dade County.

**2. Reminder: Form 1, Statement of Financial Interest Due: 07/01/2025**

Mr. Silva reminded the Board that their financial disclosures are due July 1, 2025 and ethics training are due December 31, 2025 and he will be sending the Board reminders to them about the submittal.

**L. BOARD MEMBER & STAFF CLOSING COMMENTS**

Mr. Silva then stated that there is a vacancy in Seat #5 of the District’s Board of Supervisors and asked if there were any interested persons that meet the qualifications and who would like to serve on the District Board. Tomas Simonson, a qualified person, stated that he was interested in serving on the Board. A discussion ensued after which;

A **motion** was made by Ms. De Leon Martinez, seconded by Ms. Fogelstrom and unanimously passed appointing Tomas Simonson to fill the vacancy of the unexpired 4-year term of office in Seat #5, which term of office shall expire in November 2026.

Mr. Silva, Notary Public of the State of Florida, administered the Oath of Office to Tomas Simonson. In addition, Mr. Silva advised Mr. Simonson of his duties and responsibilities as a Board Member with emphasis on the Sunshine Law, Financial Disclosure for Public Officials (2024 Form 1 must be completed and mailed to the Supervisor of Elections’ Office in the County of residency within thirty {30} days of appointment; and the Code of Ethics for Public Officials.

**M. ADJOURNMENT**

There being no further business to conduct, a **motion** was made by Ms. Fogelstrom, seconded by Ms. Vargas and passed unanimously adjourning the Regular Board Meeting at 2:02 p.m.

---

Secretary/Assistant Secretary

---

Chairperson/Vice Chairperson



Publication Date  
2025-07-31

Subcategory  
Miscellaneous Notices

Notice of Public Hearing and Special Board Meeting of the  
Keys Cove II Community  
Development District

The Board of Supervisors (the "Board") of the Keys Cove II Community Development District (the "District") will hold a Public Hearing and Special Board Meeting on August 13, 2025, at 12:00 p.m., or as soon thereafter as can be heard, in the Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035.

The purpose of the Public Hearing is to receive public comment on the Fiscal Year 2025/2026 Proposed Final Budget and Assessment Roll for 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 Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193, during normal business hours. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. 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.

Keys Cove II Community  
Development District

[www.keyscove2cdd.org](http://www.keyscove2cdd.org)

IPL0255523

Jul 24,31 2025

**RESOLUTION NO. 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2025/2026 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Keys Cove II Community Development District (“District”) has prepared a Proposed Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 and has held a duly advertised Public Hearing to receive public comments on the Proposed Budget and Final Special Assessment Roll; and

**WHEREAS**, following the Public Hearing and the adoption of the Proposed Budget and Final Assessment Roll, the District is now authorized to levy non-ad valorem assessments upon the properties within the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The Final Budget and Final Special Assessment Roll for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted, and the assessments set forth therein shall be levied.

**Section 2.** The 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 BECOMES EFFECTIVE** this 13<sup>th</sup> day of August, 2025.

**ATTEST:**

**KEYS COVE II  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Keys Cove II  
Community Development District

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

# **CONTENTS**

- I        FINAL BUDGET**
- II       DETAILED FINAL BUDGET**
- III      DETAILED FINAL DEBT SERVICE FUND BUDGET**
- IV      ASSESSMENT COMPARISON**

**FINAL BUDGET**  
**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**  
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

	<b>FISCAL YEAR 2025/2026 BUDGET</b>
<b>REVENUES</b>	
ADMINISTRATIVE ASSESSMENTS	112,247
MAINTENANCE ASSESSMENTS	1,071,276
DEBT ASSESSMENTS	314,530
OTHER REVENUES	0
INTEREST INCOME	1,800
<b>TOTAL REVENUES</b>	<b>\$ 1,499,853</b>
<b>EXPENDITURES</b>	
<b>MAINTENANCE EXPENDITURES</b>	
ENGINEERING/INSPECTIONS	3,000
ANNUAL LANDSCAPING SERVICES	290,000
LANDSCAPING UPKEEP	35,000
IRRIGATION MAINTENANCE & UPKEEP	24,000
STORMWATER MANAGEMENT SYSTEM MAINTENANCE	15,000
STREET/ROADWAY MAINTENANCE & UPKEEP	30,000
SECURITY SERVICES/ENTRANCE & PARKING ENFORCEMENT	320,000
OFF DUTY POLICE SERVICES	20,000
GUARD HOUSE UTILITIES & GATE MAINTENANCE	25,000
FP&L POWER - STREET LIGHTS/IRRIGATION PUMP STATIONS	30,000
STREET LIGHT MAINTENANCE	35,000
LAKE FOUNTAIN INSTALLATION/MAINTENANCE	45,000
JANITORIAL SERVICES	45,000
HOLIDAY LIGHTING	30,000
PLAYGROUND MAINTENANCE	5,000
PAVER RESTORATION & ROOT REMOVAL	0
MISCELLANEOUS MAINTENANCE	55,000
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 1,007,000</b>
<b>ADMINISTRATIVE EXPENDITURES</b>	
SUPERVISOR FEES	8,000
PAYROLL TAXES (EMPLOYER)	612
MANAGEMENT	38,700
SECRETARIAL & FIELD OPERATIONS	9,000
LEGAL	12,000
ASSESSMENT ROLL	10,000
AUDIT FEES	3,500
ARBITRAGE REBATE FEE	0
INSURANCE	9,200
LEGAL ADVERTISING	4,000
MISCELLANEOUS	1,700
POSTAGE	825
OFFICE SUPPLIES	700
DUES & SUBSCRIPTIONS	175
TRUSTEE FEES	4,500
CONTINUING DISCLOSURE FEE	500
WEBSITE MANAGEMENT	2,000
ADMINISTRATIVE CONTINGENCY	1,900
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 107,312</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,114,312</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 385,541</b>
BOND PAYMENTS	(295,658)
<b>BALANCE</b>	<b>\$ 89,883</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(29,961)
DISCOUNTS FOR EARLY PAYMENTS	(59,922)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>
CARRYOVER FROM PRIOR YEAR	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**  
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
<b>REVENUES</b>				
ADMINISTRATIVE ASSESSMENTS	94,436	110,087	112,247	Expenditures Less Interest & Carryover (35%)/.94
MAINTENANCE ASSESSMENTS	637,596	817,021	1,071,276	Expenditures Less Carryover (65%)/.94
DEBT ASSESSMENTS	314,530	314,530	314,530	Bond Payments/.94
OTHER REVENUES	52,727	0	0	
INTEREST INCOME	25,395	1,200	1,800	Interest Projected At \$150 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 1,124,684</b>	<b>\$ 1,242,838</b>	<b>\$ 1,499,853</b>	
<b>EXPENDITURES</b>				
<b>MAINTENANCE EXPENDITURES</b>				
ENGINEERING/INSPECTIONS	1,870	3,000	3,000	No Change From 2024/2025 Budget
ANNUAL LANDSCAPING SERVICES	386,887	280,000	290,000	\$10,000 Increase From 2024/2025 Budget
LANDSCAPING UPKEEP	0	35,000	35,000	\$5,000 Decrease From 2024/2025 Budget
IRRIGATION MAINTENANCE & UPKEEP	19,805	25,000	24,000	\$1,000 Decrease From 2024/2025 Budget
STORMWATER MANAGEMENT SYSTEM MAINTENANCE	0	0	15,000	Stormwater Management System Maintenance
STREET/ROADWAY MAINTENANCE & UPKEEP	0	15,000	30,000	\$15,000 Increase From 2024/2025 Budget
SECURITY SERVICES/ENTRANCE & PARKING ENFORCEMENT	148,211	142,000	320,000	\$178,000 Increase From 2024/2025 Budget
OFF DUTY POLICE SERVICES	6,678	25,000	20,000	Off Duty Police Services
GUARD HOUSE UTILITIES & GATE MAINTENANCE	36,073	20,000	25,000	\$5,000 Increase From 2024/2025 Budget
FP&L POWER - STREET LIGHTS/IRRIGATION PUMP STATIONS	18,790	40,000	30,000	\$10,000 Decrease From 2024/2025 Budget
STREET LIGHT MAINTENANCE	28,190	18,000	35,000	\$17,000 Increase From 2024/2025 Budget
LAKE FOUNTAIN INSTALLATION/MAINTENANCE	0	50,000	45,000	\$5,000 Decrease From 2024/2025 Budget
JANITORIAL SERVICES	49,797	45,000	45,000	No Change From 2024/2025 Budget
HOLIDAY LIGHTING	35,800	30,000	30,000	No Change From 2024/2025 Budget
PLAYGROUND MAINTENANCE	41,728	5,000	5,000	No Change From 2024/2025 Budget
PAVER RESTORATION & ROOT REMOVAL	39,496	0	0	Fiscal Year 2023/2024 Expenditure
MISCELLANEOUS MAINTENANCE	75,176	35,000	55,000	\$20,000 Increase From 2024/2025 Budget
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 888,501</b>	<b>\$ 768,000</b>	<b>\$ 1,007,000</b>	
<b>ADMINISTRATIVE EXPENDITURES</b>				
SUPERVISOR FEES	3,000	8,000	8,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	211	612	612	Supervisor Fees * 7.65%
MANAGEMENT	36,528	37,620	38,700	CPI Adjustment
SECRETARIAL & FIELD OPERATIONS	9,000	9,000	9,000	No Change From 2024/2025 Budget
LEGAL	12,710	12,000	12,000	FY 2024/2025 Expenditure Through Jan 25 Was \$4,343
ASSESSMENT ROLL	10,000	10,000	10,000	As Per Contract
AUDIT FEES	3,700	3,800	3,500	Accepted Amount For 2024/2025 Audit
ARBITRAGE REBATE FEE	0	650	0	Report No Longer Required (Due To Refunding)
INSURANCE	8,122	8,500	9,200	FY 2024/2025 Expenditure Was \$8,796
LEGAL ADVERTISING	6,498	2,000	4,000	Costs Have Increased Due To Closing Of The Miami Business Review
MISCELLANEOUS	1,741	1,700	1,700	No Change From 2024/2025 Budget
POSTAGE	813	825	825	No Change From 2024/2025 Budget
OFFICE SUPPLIES	839	700	700	No Change From 2024/2025 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2024/2025 Budget
TRUSTEE FEES	4,246	4,700	4,500	\$200 Decrease From 2024/2025 Budget
CONTINUING DISCLOSURE FEE	500	500	500	No Change From 2024/2025 Budget
WEBSITE MANAGEMENT	2,000	2,000	2,000	No Change From 2024/2025 Budget
ADMINISTRATIVE CONTINGENCY	0	1,900	1,900	Administrative Contingency
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 100,083</b>	<b>\$ 104,682</b>	<b>\$ 107,312</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 988,584</b>	<b>\$ 872,682</b>	<b>\$ 1,114,312</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 136,100</b>	<b>\$ 370,156</b>	<b>\$ 385,541</b>	
BOND PAYMENTS	(299,445)	(295,658)	(295,658)	2026 Principal & Interest Payments
<b>BALANCE</b>	<b>\$ (163,345)</b>	<b>\$ 74,498</b>	<b>\$ 89,883</b>	
COUNTY APPRAISER & TAX COLLECTOR FEE	(10,053)	(24,832)	(29,961)	Two Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(40,030)	(49,666)	(59,922)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (213,428)</b>	<b>\$ -</b>	<b>\$ -</b>	
CARRYOVER FROM PRIOR YEAR	0	0	0	Carryover Balance From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ (213,428)</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND BUDGET**  
**KEYS COVE II 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
Interest Income	6,427	400	1,000	Projected Interest For 2025/2026
Prepaid Bond Collection	0	0	0	Prepaid Bond Collection
NAV Tax Collection	299,445	295,658	295,658	Yearly Maximum Debt Assessment
<b>Total Revenues</b>	<b>\$ 305,872</b>	<b>\$ 296,058</b>	<b>\$ 296,658</b>	
<b>EXPENDITURES</b>				
Principal Payments	187,000	194,000	206,000	Principal Payment Due In 2026
Interest Payments	108,501	98,192	89,432	Interest Payments Due In 2026
Bond Redemption	0	3,866	1,226	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 295,501</b>	<b>\$ 296,058</b>	<b>\$ 296,658</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 10,371</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2022 Bond Refunding Information**

Original Par Amount =	\$3,264,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.63%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2022		
Maturity Date =	May 2036		

Principal Balance As Of 1/1/25 = \$2,802,000

## Keys Cove II Community Development District Assessment Comparison

	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Projected Assessment*
Administrative For Townhome Condominiums	\$ 110.13	\$ 110.13	\$ 118.89	\$ 121.22
Maintenance For Townhome Condominiums	\$ 677.59	\$ 677.59	\$ 882.32	\$ 1,156.89
<u>Debt For Townhome Condominiums</u>	<u>\$ 690.52</u>	<u>\$ 690.52</u>	<u>\$ 838.49</u>	<u>\$ 838.49</u>
<b>Total</b>	<b>\$ 1,478.24</b>	<b>\$ 1,478.24</b>	<b>\$ 1,691.73</b>	<b>\$ 1,968.63</b>
Administrative For Executive Townhomes	\$ 110.13	\$ 110.13	\$ 118.89	\$ 121.22
Maintenance For Executive Townhomes	\$ 677.59	\$ 677.59	\$ 882.32	\$ 1,156.89
<u>Debt For Executive Townhomes</u>	<u>\$ 838.49</u>	<u>\$ 838.49</u>	<u>\$ 838.49</u>	<u>\$ 838.49</u>
<b>Total</b>	<b>\$ 1,626.21</b>	<b>\$ 1,626.21</b>	<b>\$ 1,839.70</b>	<b>\$ 2,116.60</b>

\* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

### Community Information:

Townhome Condominiums	520
<u>Executive Townhomes</u>	<u>406</u>
Total Units	926

### Townhome Condominiums Information

Total Units	520
<u>Prepayments</u>	<u>328</u>
Billed For Debt	192

### Executive Townhomes Information

Total Units	406
<u>Prepayments</u>	<u>189</u>
Billed For Debt	217



## MEMORANDUM

TO: District Manager

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

DATE: June 30, 2025

RE: 2025 Legislative Update

---

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

---

<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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_