



**CARIBE PALM
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
NOVEMBER 3, 2025
6:45 P.M.**

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

www.caribepalmcdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
Silver Palms Mailbox Kiosk
23020 SW 113th Passage
Miami, Florida 33170
REGULAR BOARD MEETING
November 3, 2025
6:45 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. October 6, 2025 Regular Board Meeting.....Page 3
- G. Old Business
 - 1. Update Regarding Cameras Permit – Phase III
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 - 1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2024/2025 Amended Budget.....Page 6
 - 2. Consider Resolution No. 2025-06 – Goals and Objectives Annual Report.....Page 11
 - 3. Discussion Regarding Interlocal Access Agreement – Advertisements and Public Notices
on County Designated Website.....Page 14
 - 4. Consider Resolution No. 2025-07 – Interlocal Access Agreement and Authorized Signatories.....Page 22
 - 5. Discussion Regarding Stormwater Management System
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57935	IPL0273394	Legal Ad - IPL0273394	CDD - Fiscal Year 2025/2026 Reg Mtg Schedule	1.0	79.0L

ATTENTION: Caribe Palm Community Development District IP
2501A Burns Road
Palm Beach Gardens, FL 33410
larcher@sdsinc.org

CARIBE PALM COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Caribe Palm Community Development District** will hold Regular Meetings in the Silver Palms Mailbox Kiosk located at 23020 SW 113th Passage, Miami, Florida 33170, at **6:45** p.m. on the following dates:

October 6, 2025
November 3, 2025
December 1, 2025
February 2, 2026
March 2, 2026
April 6, 2026
May 4, 2026
June 1, 2026
July 6, 2026
August 3, 2026

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3667 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-313-3667 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT

www.caribepalmcdd.org
IPL0273394
Sep 22 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

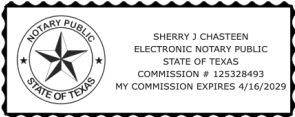
Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
09/22/25 Print

[Print Tearsheet Link](#)

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Sworn to and subscribed before
me on



**CARIBE PALM COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
REGULAR MEETING SCHEDULE**

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CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT

**www.caribepalmcdd.org
IPL0273394
Sep 22 2025**

**CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 6, 2025**

A. CALL TO ORDER

The October 6, 2025, Regular Board Meeting of the Caribe Palm Community Development District (the “District”) was called to order at 6:59 p.m. at the Silver Palms Mailbox Kiosk located at 23020 SW 113th Passage, Miami, Florida 33170.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the October 6, 2025, Regular Board Meeting had been published in the *Miami Herald* on September 22, 2025, as part of the District’s Fiscal Year 2025/2026 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Madeline Martin, Vice Chairperson Merlin Nicieza and Supervisors Carmen Maseda, Hery Morales, and Robert Cuenca 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.

Others in attendance: Alicen Gonzalez, Miami, FL.

D. ADDITIONS OR DELETIONS TO AGENDA

Mr. Silva added the following items:

- New Business, Item 1: Discussion regarding land development along SW 112nd Avenue
- New Business, Item 2: Additional Holiday Lighting for Mailbox Kiosk

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. August 4, 2025, Regular Board Meeting

The minutes of the August 4, 2025, Regular Board Meeting were presented and the Board was asked if there were any changes. A **motion** was made by Ms. Maseda, seconded by Ms. Martin unanimously passed approving the minutes of the August 4, 2025, Regular Board Meeting, as *presented*.

G. OLD BUSINESS

1. Update Regarding Cameras Permit – Phase III

Mr. Jerez informed the Board that the camera pole had been installed at the intersection of SW 113th Place & SW 231st Lane. The camera contractor has been notified of the installation of the camera pole so that he can schedule the installation of the cameras and solar panel. District staff will provide an update to the Board on the installation of the camera.

2. Discussion Regarding Upgrades to Entrance Feature Lighting

Mr. Jerez advised that the sample lights had been installed on the monument features. A discussion ensued after which the Board decided to move forward with the installation of two LED light bars per monument feature.

H. NEW BUSINESS

1. ADD-ON: Discussion Regarding Land Development along SW 112nd Avenue

Mr. Silva advised that the parcel of land along SW 112nd Avenue across from the community was being developed for mixed use as commercial and residential. District staff will keep tabs and keep the Board informed of any updates.

2. ADD-ON: Additional Holiday Lighting for Mailbox Kiosk

Ms. Martin requested that District staff look into the possibility of adding holiday lights to the mailbox kiosk area and the main entrance to the community. Mr. Silva said he would contact the holiday lighting installation company to assist with obtaining a quote for the installation of the holiday lights. A discussion ensued after which;

A **motion** was made by Ms. Nicieza, seconded by Ms. Maseda and unanimously passed approving an amount not to exceed \$8,000 for the installation of holiday lighting; and thus authorizing Madeline Martin to be the holiday lighting liaison on behalf of the District Board.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Reminder: Ethics Training

Mr. Jerez reminded the Board that their ethics training was due December 31, 2025, and Mr. Silva would send the Board reminders about the submittal.

2. Interlocal Access Agreement and Authorized Signatories

Mr. Silva presented the County Interlocal Access Agreement the “ILA”) discussed during the previous Regular Board Meeting for access to advertising the District’s legal publications on the County’s website. Mr. Silva explained that Mr. Silva executed the ILA; however, the County is now requesting that the District provide a document authorizing Mr. Silva to execute the ILA on behalf of the District. He further explained that a resolution to adhere to the County’s request has been drafted to comply with the County’s request.

A **motion** was made by Ms. Maseda, seconded by Ms. Martin and unanimously passed authorizing Armando Silva as District Manager, Madeline Martin as Chairwoman, and Madeline Martin as Vice Chairwoman, to execute the Interlocal Agreement for government publication of legal advertisements and public notices and any other documents related to the Interlocal Agreement.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no closing comments at this time.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Maseda, seconded by Mr. Cuenca and unanimously passed adjourning the Regular Board Meeting at 7:37 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION NO. 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Caribe Palm Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/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 3rd day of November, 2025.

ATTEST:

**CARIBE PALM COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Caribe Palm Community Development District

**Amended Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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- I AMENDED FINAL OPERATING FUND BUDGET**
- II AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Administrative Assessments	47,255	47,901	47,901
Maintenance Assessments	57,659	57,661	57,661
Debt Assessments	161,614	161,615	161,615
Other Revenues	0	0	0
Interest Income	1,080	22,000	21,880
Total Revenues	\$ 267,608	\$ 289,177	\$ 289,057
EXPENDITURES			
Maintenance/Security Expenditures			
Engineering/Inspections	2,800	2,000	2,000
Engineering - Special Projects	3,000	1,000	0
Community Security	6,000	1,000	0
Security Cameras/MTE/Upkeep	12,000	6,000	4,588
FP&L Meter/Mailbox Area	4,200	1,500	1,411
Street/Roadway Drainage Maintenance	4,200	1,000	0
Maintenance/Contingency (Lighting, Holiday Decorations, Etc.)	22,000	20,000	17,412
Total Maintenance Expenditures	\$ 54,200	\$ 32,500	\$ 25,411
Administrative Expenditures			
Supervisor Fees	10,000	11,200	11,200
Payroll Taxes - Employer	765	857	857
Management	30,360	30,360	30,360
Secretarial And Field Operations	6,600	6,600	6,600
Legal	4,000	1,000	0
Assessment Roll	7,500	7,500	7,500
Audit Fees	3,800	3,300	3,300
Insurance	7,300	6,858	6,858
Legal Advertisements	1,800	3,100	2,009
Miscellaneous	1,500	2,300	2,180
Postage	300	425	392
Office Supplies	450	325	283
Dues & Subscriptions	175	175	175
Trustee Fee	3,850	4,148	4,148
Continuing Disclosure Fee	350	350	350
Website Management	1,750	1,750	1,750
Total Administrative Expenditures	\$ 80,500	\$ 80,248	\$ 77,962
Total Expenditures	\$ 134,700	\$ 112,748	\$ 103,373
Revenue Less Expenditures	\$ 132,908	\$ 176,429	\$ 185,684
Bond Payments	(151,917)	(354,080)	(354,080)
Balance	\$ (19,009)	\$ (177,651)	\$ (168,396)
County Appraiser & Tax Collector Fee	(5,330)	(2,570)	(2,570)
Discounts For Early Payments	(10,661)	(9,861)	(9,861)
EXCESS/ (SHORTFALL)	\$ (35,000)	\$ (190,082)	\$ (180,827)
Carryover From Prior Year	35,000	35,000	0
Net Excess/ (Shortfall)	\$ -	\$ (155,082)	\$ (180,827)

FUND BALANCE AS OF 9/30/24	\$609,132
FY 2024/2025 ACTIVITY	(\$190,082)
FUND BALANCE AS OF 9/30/25	\$419,050

Notes

\$35,000 Of Fund Balance Used To Reduce 2024/2025 Assessments.
\$50,000 Of Fund Balance To Be Used To Reduce 2025/2026 Assessments.

AMENDED FINAL BUDGET
CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/29/25
REVENUES			
Interest Income	500	7,617	7,617
NAV Tax Collection	151,917	354,080	354,080
Total Revenues	\$ 152,417	\$ 361,697	\$ 361,697
EXPENDITURES			
Principal Payments	94,000	94,000	94,000
Interest Payments	54,000	55,880	55,880
Bond Redemption	4,417	0	0
Total Expenditures	\$ 152,417	\$ 149,880	\$ 149,880
EXCESS/ (SHORTFALL)	\$ -	\$ 211,817	\$ 211,817

FUND BALANCE AS OF 9/30/24	\$166,750
FY 2024/2025 ACTIVITY	\$211,817
FUND BALANCE AS OF 9/30/25	\$378,567

Note*: Reserve Fund Balance = \$90,918. Revenue Fund Balance = \$287,649.
Revenue Fund Balance To Be Used To Make 11/1/2025 Interest Payment Of \$26,060
And Extraordinary Principal Payment Of \$200,000.
* Approximate Amounts

Series 2017 Bond Refunding Information

Original Par Amount =	\$1,870,000	Annual Principal Payments Due:
Interest Rate =	3.5% - 4.5%	May 1st
Issue Date =	July 2017	Annual Interest Payments Due:
Maturity Date =	May 2035	May 1st & November 1st
Par Amount As Of 9/30/25 =	\$1,200,000	

RESOLUTION NO. 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND
PERFORMANCE MEASURES AND STANDARDS; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Caribe Palm Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2024-05 on July 3, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District’s goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the “Annual Report”) and presented the Annual Report to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE CARIBE PALM COMMUNITY
DEVELOPMENT DISTRICT, THAT:**

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

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District’s success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 3rd day of November, 2025.

ATTEST:

**CARIBE PALM COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (**YES**)
- District amended budget at end of fiscal year (**YES**)
- District accounts receivable/payable processed for the year (**YES**)
- “No findings” for annual financial audit (**NO**)
 - o If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

**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 Caribe Palm Community Development District, 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 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:

Caribe Palm Community Development District Attn:
Nancy Nguyen, District Manager
2501A Burns Road
Palm Beach Gardens, FL 33410

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: _____
Chair / Vice Chair

Nancy Nguyen, Secretary/Treasurer
and District Manager for the Caribe
Palm Community Development
District

Print Name
____ day of _____, 20__

Approved as to form
and legal sufficiency:

RESOLUTION 2025-07

A RESOLUTION OF THE CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENT PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE; APPROVING SAME; PROVIDING FOR AUTHORIZED SIGNATORIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of the District has found that cost of publishing advertisements and public notices of the District on the Miami-Dade County website (legalads.miamidade.gov) (the "County Designated Website") is a lower cost alternative to the cost of publishing advertisements and public notices in print in a newspaper.

WHEREAS, pursuant to Sections 50.011 and 50.0311, Florida Statutes, the Board of Supervisors is authorized and desires to publish certain advertisements and public notices of the District on the County Designated Website;

WHEREAS, at its meeting on **October 28, 2025**, the Board approved the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website (the "ILA") between the District and Miami-Dade County, Florida (the "County"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Board has authorized **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Madeline Martin**, as Chair of the Board of Supervisors of the District, or **Merlin Nicieza**, as Vice-Chair of the Board of Supervisors of the District, to execute the ILA and any other documents related to the ILA; and

WHEREAS, the District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including, but not limited to, the publication of advertisements and public notices on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CARIBE PALM COMMUNITY DEVELOPMENT DISTRICT, THAT;

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board of Supervisors.

Section 2. That **Armando Silva**, of Special District Services, Inc., as District Manager, or, in the alternative, **Madeline Martin**, as Chair of the Board of Supervisors of the District, or **Merlin Nicieza**, as Vice-Chair of the Board of Supervisors, are authorized, on behalf of the District, to execute the ILA and any other documents related thereto, on behalf of the District.

Section 3. The District Manager has the authority to take any and all actions related to the ILA and utilization of the County Designated Website, including but not limited to the publication of advertisements and public notices on behalf of the District.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF November, 2025.

ATTEST:

**CARIBE PALM
COMMUNITY DEVELOPMENT DISTRICT**

Print Name: _____

Secretary/Assistant Secretary

Print Name: _____

Chair / Vice-Chair, Board of Supervisors