



Seminole Palms
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Monday
January 22, 2024

11:00 a.m.

Location:
Hilton Garden Inn
55 Town Center Blvd.,
Palm Coast, FL 32164

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

Seminole Palms Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Seminole Palms Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Seminole Palms Community Development District is scheduled for **Monday, January 22, 2024, at 11:00 a.m.** at **Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

Meeting Date: Monday, January 22, 2024 Call-in Number: +1 (929) 205-6099
Time: 11:00 AM Meeting ID: 705 571 4830#
Location: Hilton Garden Inn
55 Town Center Blvd.,
Palm Coast, FL 32164

Agenda

- I. Roll Call**
- II. Audience Comments** – (limited to 3 minutes per individual for agenda items)
- III. Presentation of Proof of Publication(s)** [Exhibit 1](#)
- IV. Officer Appointment**
 - A. Acceptance of Resignation – Seat #1
 - B. Oath of Office [Exhibit 2](#)
 - C. New Supervisor Information Sheet [Exhibit 3](#)
 - D. Form 1 – *To Be Completed & Filed Online* - [Link](#)
 - E. Review Sunshine Law & Code of Ethics [Exhibit 4](#)
 - F. Consideration & Adoption of **Resolution 2024-02**, Re-Designating Officers [Exhibit 5](#)
- V. Consent Agenda**
 - A. Consideration for Approval – The Minutes of the Board of Supervisors Special Meeting Held on November 15, 2023 [Exhibit 6](#)
 - B. Consideration for Acceptance – The October 2023 Unaudited Financial Statements [Exhibit 7](#)
 - C. Consideration for Acceptance – The November 2023 Unaudited Financial Statements [Exhibit 8](#)
 - D. Consideration for Acceptance – The December 2023 Unaudited Financial Statements [Exhibit 9](#)
 - E. Ratification of RS&H, Inc. CEI Services Agreement [Exhibit 10](#)
 - F. Ratification of Joint Maintenance Agreement [Exhibit 11](#)
- VI. Business Matters**
 - A. Consideration & Adoption of **Resolution 2024-03**, Designating Signatories [Exhibit 12](#)

VII. Staff Reports

- A. District Counsel
- B. District Engineer
- C. District Manager

VIII. Supervisors' Requests

IX. Audience Comments – New Business - *(limited to 3 minutes per individual for non-agenda items)*

X. Adjournment

EXHIBIT 1

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF BOARD OF SUPERVISORS REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Seminole Palms Community Development District (the “**District**”) will be held on Monday, January 22, 2024, at 11:00 a.m. at the Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager’s office.

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

Seminole Palms Community Development District

David McInnes, District Manager
(321) 263-0132, Ext. 193

January 11, 2023

23-00341F

EXHIBIT 2

**SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me this ____ day of _____, 2024, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of _____ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

EXHIBIT 3

Seminole Palms
A Community Development District

NEW SUPERVISOR INFORMATION SHEET

Please return completed forms to
Vesta District Services
Records Management
250 International Parkway, Suite 208
Lake Mary, FL 32746
Phone: 321-263-0132, EXT-193
District Manager: David McInnes

1) Name: _____

2) Address: _____

3) County of Residence _____

4) Phone or Cell _____

5) Email Address _____

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting
_____. If you have elected to receive compensation
then please forward the attached payroll forms along with the New Supervisor
Information Sheet.

Payroll Information

1) Date of Birth: _____

2) Drivers License Number: _____

EXHIBIT 4

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2023

State of Florida
COMMISSION ON ETHICS

John Grant, *Chair*
Tampa

Glenton “Glen” Gilzean, Jr., *Vice Chair*
Orlando

Michelle Anchors
Fort Walton Beach

William P. Cervone
Gainesville

Don Gaetz
Niceville

William N. “Willie” Meggs
Tallahassee

Ed H. Moore
Tallahassee

Wengay M. Newton, Sr.
St. Petersburg

Jim Waldman
Fort Lauderdale

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

I. HISTORY OF FLORIDA’S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS.....	2
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT	3
1. Solicitation or Acceptance of Gifts	3
2. Unauthorized Compensation	4
3. Misuse of Public Position	4
4. Abuse of Public Position	4
5. Disclosure or Use of Certain Information.....	5
6. Solicitation or Acceptance of Honoraria	5
B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS	6
1. Doing Business With One’s Agency	6
2. Conflicting Employment or Contractual Relationship.....	6
3. Exemptions	6
4. Additional Exemption	8
5. Lobbying State Agencies by Legislators.....	8
6. Additional Lobbying Restrictions for Certain Public Officers and Employees	8
7. Employees Holding Office	9
8. Professional & Occupational Licensing Board Members	9
9. Contractual Services: Prohibited Employment	9
10. Local Government Attorneys	9
11. Dual Public Employment	9
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	10
1. Anti-Nepotism Law	10
2. Additional Restrictions	10
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	11
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers	11
2. Lobbying By Former State Employees.....	11
3. 6-Year Lobbying Ban	12
4. Additional Restrictions on Former State Employees	13
5. Lobbying By Former Local Government Officers and Employees.....	13

E. VOTING CONFLICTS OF INTEREST	14
F. DISCLOSURES	15
1. Form 1 - Limited Financial Disclosure	15
2. Form 1F - Final Form 1.....	19
3. Form 2 - Quarterly Client Disclosure.....	19
4. Form 6 - Full and Public Disclosure	20
5. Form 6F - Final Form 6.....	21
6. Form 9 - Quarterly Gift Disclosure	22
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses.....	22
8. Form 30 - Donor’s Quarterly Gift Disclosure.....	23
9. Forms 1X and 6X – Amendments	24
IV. AVAILABILITY OF FORMS	24
V. PENALTIES.....	25
A. For Violations of the Code of Ethics	25
B. For Violations by Candidates	25
C. For Violations by Former Officers and Employees	25
D. For Lobbyists and Others.....	26
E. Felony Convictions: Forfeiture of Retirement Benefits	26
F. Automatic Penalties for Failure to File Annual Disclosure.....	27
VI. ADVISORY OPINIONS	27
A. Who Can Request an Opinion.....	27
B. How to Request an Opinion.....	27
C. How to Obtain Published Opinions.....	27
VII. COMPLAINTS.....	28
A. Citizen Involvement	28
B. Referrals.....	28
C. Confidentiality.....	28
D. How the Complaint Process Works	29
E. Dismissal of Complaint at Any Stage of Disposition	30
F. Statute of Limitations.....	30
VIII. EXECUTIVE BRANCH LOBBYING	30
IX. WHISTLE-BLOWER’S ACT	31
X. ADDITIONAL INFORMATION	32
XI. TRAINING	32

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- (a) When the business is rotated among all qualified suppliers in a city or county.

- (b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract.
NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- (c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

- (d) When an emergency purchase must be made to protect the public health, safety, or welfare.

- (e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

- (f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

- (g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

- (h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

- (i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues

of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. FORM 6 - Full and Public Disclosure

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation

Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from www.ethics.state.fl.us, as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

EXHIBIT 5

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Seminole Palms Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. David McInnes is appointed Secretary.

Jacquelyn Leger is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Johanna Lee is appointed Treasurer.

Bridgett Alexander is appointed Assistant Treasurer.

Scott Smith is appointed Assistant Treasurer.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of January, 2024.

ATTEST:

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 6

1 **MINUTES OF MEETING**

2 **SEMINOLE PALMS**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Special Meeting of the Board of Supervisors of the Seminole Palms Community Development
5 District was held on Thursday, November 16, 2023 at 11:22 a.m. at the Hilton Garden Inn, located at 55
6 Town Center Boulevard, Palm Coast, FL 32164.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order.

9 Present and constituting a quorum were:

10	Justin Frye	Board Supervisor, Vice Chairman
11	Eric Morrisette	Board Supervisor, Assistant Secretary
12	Greg Meath	Board Supervisor, Assistant Secretary

13 Also, present were:

14	David McInnes	District Manager, Vesta District Services
15	Jere Earlywine (<i>via Zoom</i>)	District Counsel, Kutak Rock
16	Haley Kiernan	Kolter

17 *The following is a summary of the discussions and actions taken at the November 16, 2023 Seminole Palms*
18 *CDD Board of Supervisors Special Meeting. Audio for this meeting is available upon public records*
19 *request.*

20 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**
21 **agenda items)**

22 There being none, the next item followed.

23 **THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

24 **FOURTH ORDER OF BUSINESS – Officer Appointment**

25 On a MOTION by Mr. Frye, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board accepted
26 Brad Walker’s resignation dated 09/19/2022, for the Seminole Palms Community Development District.

27 Supervisor Frye nominated Haley Kiernan to Vacant Seat #3 with no opposition.

28 On a MOTION by Mr. Frye, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board appointed
29 Haley Kiernan to Vacant Seat #3, for the Seminole Palms Community Development District.

30 A. Exhibit 2: Oath of Office

31 Mr. McInnes swore in Haley Kiernan.

32 **The Board moved to the Fifth Order of Business – Consent Agenda, at this time.**

33 B. Exhibit 3: New Supervisor Information Sheet

34 C. Exhibit 4: Form 1

35 D. Exhibit 5: Review Sunshine Law & Supervisor Duties

36 E. Exhibit 6: Consideration & Adoption of **Resolution 2024-01**, Designating Officers

37 On a MOTION by Mr. Frye, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board adopted
38 **Resolution 2024-01**, Designating Officers, for the Seminole Palms Community Development District.

39 **FIFTH ORDER OF BUSINESS – Consent Agenda**

- 40 A. Exhibit 7: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
41 Held August 28, 2023
- 42 B. Exhibit 8: Consideration for Acceptance – The August 2023 Unaudited Financial Report
- 43 C. Exhibit 9: Consideration for Acceptance – The September 2023 Unaudited Financial Report

44 On a MOTION by Mr. Morrisette, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board
45 approved the Consent Agenda, for the Seminole Palms Community Development District.

46 **The Board moved back to Exhibit 6 under the Fourth Order of Business – Officer**
47 **Appointment, at this time.**

48 **SIXTH ORDER OF BUSINESS – Business Matters**

- 49 A. Exhibit 10: Consideration of Responses to Citation Blvd. Project/ Construction Engineering
50 Inspection Services – RFQ
- 51 Mr. Earlywine walked the Board through the RFQ process.
- 52 The final scores were as follows; RS&H at 332 and SAI at 299.

53 On a MOTION by Mr. Frye, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board ranked the
54 responses in accordance with the scores and authorized staff to negotiate an agreement subject to final sign
55 off by the Chair and in consultation with the city, for the Seminole Palms Community Development District.

- 56 1. Exhibit 10: RS&H
- 57 2. Exhibit 11: SAI Consulting Engineers

58 **SEVENTH ORDER OF BUSINESS – Staff Reports**

- 59 A. District Manager
- 60 Mr. McInnes stated that he had nothing to report.
- 61 B. District Attorney
- 62 Mr. Earlywine left early.
- 63 C. District Engineer
- 64 The District Engineer was not present.

65 **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

66 There being none, the next item followed.

67 **NINTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per**
68 **individual)**

69 There being none, the next item followed.

70 **TENTH ORDER OF BUSINESS – Adjournment**

71 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
72 adjourn the meeting. There being none, Mr. Frye made a motion to adjourn the meeting.

73 On a MOTION by Mr. Frye, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board adjourned
74 the meeting at 11:41 a.m., for the Seminole Palms Community Development District.

75 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
76 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
77 *including the testimony and evidence upon which such appeal is to be based.*

78 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
79 **meeting held on January 22, 2024.**

80

Signature

Signature

Printed Name

Printed Name

81 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**

EXHIBIT 7

Seminole Palms Community Development District

Financial Statements
(Unaudited)

Period Ending
October 31, 2023

**Seminole Palms
Community Development District
Balance Sheet
October 31, 2023**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Acq & Const Fund</u>	<u>Total</u>
Assets:				
Cash	\$ 298	\$ -	\$ -	\$ 298
Investments:				
Revenue	-	\$ -	\$ -	-
Reserve	-	\$ 418,505.39	\$ -	418,505
Interest	-	\$ 114,061.09	\$ -	114,061
Prepayment	-	\$ -	\$ -	-
Sinking	-	\$ -	\$ -	-
Cost of Issuance	-	\$ 61.06	\$ -	61
Acquisition & Construction	-	\$ -	\$ 958,323.65	958,324
Accounts Receivable	6,760	\$ -	\$ 423,105.64	429,865
Deposits	-	\$ -	\$ -	-
Prepaid Items	-	\$ -	\$ -	-
Total Assets	<u>\$ 7,057</u>	<u>\$ 532,627.54</u>	<u>\$ 1,381,429.29</u>	<u>\$ 1,921,114</u>
 Liabilities & Fund Balance				
Liabilities				
Accounts Payable	\$ 8,199	\$ -	\$ 412,587.80	\$ 420,787
 Fund Balance				
Nonspendable:				
Prepaid & Deposits	-	-	-	-
Restricted for:				
Debt Service	-	532,628	-	532,628
Capital Projects	-	-	968,841	968,841
Unassigned:	(1,142)	-	-	(1,142)
Total Liabilities & Fund Balance	<u>\$ 7,057</u>	<u>\$ 532,627.54</u>	<u>\$ 1,381,429.29</u>	<u>\$ 1,921,114</u>

**Seminole Palms
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ending 10/31/2023**

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 234,140	\$ 11,200	\$ 11,200	\$ (222,940)	4.78%
Interest	-	-	-		
Total Revenue	234,140	11,200	11,200	(222,940)	4.78%
Expenditures:					
Administrative					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management*	20,000	6,000	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	20,000	-	-	(20,000)	0.00%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	-	-	(6,500)	0.00%
Annual Special District Fee	175	-	-	(175)	0.00%
General Liability & Pol Insurance	6,000	5,200	5,200	(800)	86.67%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,515	1,515	1,515	-	100.00%
Admin Contingency	1,500	-	-	(1,500)	0.00%
Total Administrative	119,590	12,715	12,715	(106,875)	10.63%
Physical Environment					
Landscape Maintenance	50,000	-	-	(50,000)	0.00%
Pond Maintenance	18,000	-	-	(18,000)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	-	-	(20,000)	0.00%
Total Physical Environment	101,500	-	-	(101,500)	0.00%
Utilities					
Streetlights	13,050	-	-	(13,050)	0.00%
Total Utilities	13,050	-	-	(13,050)	0.00%
Total Expenditures	234,140	12,715	12,715	(221,425)	5.43%
Excess of Revenue Over (Under) Expenditures	-	(1,515)	(1,515)		
Other Financing Sources and (Uses)					
Transfer In					
Transfer Out					
Total Other Financing Sources and (Uses)			-		
Net Change in Fund Balance			(1,515)		
Fund Balance - Beginning			373		
Fund Balance - Ending			\$ (1,142)		

**Seminole Palms
Community Development District
Debt Service - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ending 10/31/2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Landowner Contribution	\$ -	\$ -	\$ -
Lot Closing	-		-
Interest	-	2,228	2,228
Total Revenue	-	2,228	
Expenditures			
Interest Payments			
May 1, 2024	-	-	-
November 1, 2024	-	-	-
Principal Retirement			
May 1, 2024	-	-	-
Total Expenditures	-	-	-
Excess of Revenue Over (Under) Expenditures	-	2,228	-
Other Financing Sources and (Uses)			
Transfer In		-	
Transfer Out		(3,636)	
Total Other Financing Sources and (Uses)		(3,636)	
Net Change in Fund Balance		(1,408)	
Fund Balance - Beginning		534,035	
Fund Balance - Ending		\$ 532,628	

**Seminole Palms
Community Development District
Acquisition & Construction
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ending 10/31/2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Developer Contributions	\$ -	\$ 93,453	\$ 93,453
Interest	-	5,412	5,412
Total Revenues	-	98,865	98,865
 Expenditures			
Construction in Progress	-	93,453	93,453
Total Expenditures	-	93,453	93,453
 Excess of Revenue Over (Under) Expenditures		5,412	
 Other Financing Sources and (Uses)			
Transfer In		3,636	
Transfer Out			
Total Other Financing Sources and (Uses)		3,636	
 Net Change in Fund Balance		9,048	
 Fund Balance - Beginning		959,793	
 Fund Balance - Ending		\$ 968,841	

**Seminole Palms
Community Development District
Bank Reconciliation - General Fund
For the Period Ending 10/31/2023**

Balance per Bank Statement	\$	11,582.85
Plus: Outstanding Deposits		-
Less: Outstanding Checks		11,285.00
Adjusted Bank Balance	<u>\$</u>	<u>297.85</u>
Beginning Bank Balance per Books	\$	297.85
Cash Receipts		11,285.00
Cash Disbursements		11,285.00
Balance per Books	<u>\$</u>	<u>297.85</u>

**Seminole Palms CDD
Check Register
FY2024**

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023			Balance Forward			297.85
10/25/2023	00005845	CRE-KL Seminole Woods Owner LLC		11,285.00		11,582.85
10/27/2023	1041	Egis Insurance Advisors, LLC	General Liability Insurance FY 2024		5,200.00	6,382.85
10/27/2023	1042	Palm Coast Observer	Legal Advertising		85.00	6,297.85
10/27/2023	1043	Vesta District Services			6,000.00	297.85
10/31/2023				11,285.00	11,285.00	297.85

EXHIBIT 8

Seminole Palms Community Development District

Financial Statements
(Unaudited)

Period Ending
November 30, 2023

**Seminole Palms
Community Development District
Balance Sheet
November 30, 2023**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Acq & Const Fund</u>	<u>Total</u>
Assets:				
Cash	\$ 298	\$ -	\$ 240,294	\$ 240,591
Investments:				
Revenue	-	-	-	-
Reserve	-	420,319	-	420,319
Interest	-	1,934	-	1,934
Prepayment	-	-	-	-
Sinking	-	-	-	-
Cost of Issuance	-	61	-	61
Acquisition & Construction	-	-	667,122	667,122
Accounts Receivable	17,668	-	1,062,351	1,080,019
Deposits	-	-	-	-
Prepaid Items	-	-	-	-
Total Assets	<u>\$ 17,965</u>	<u>\$ 422,314</u>	<u>\$ 1,969,767</u>	<u>\$ 2,410,046</u>
 Liabilities & Fund Balance				
Liabilities				
Accounts Payable	\$ 8,199	\$ -	\$ 1,840,336	\$ 1,848,536
Retainage Payable	-	-	360,361	360,361
 Fund Balance				
Nonspendable:				
Prepaid & Deposits	-	-	-	-
Restricted for:				
Debt Service	-	422,314	-	422,314
Capital Projects	-	-	(230,931)	(230,931)
Unassigned:	9,766	-	-	9,766
Total Liabilities & Fund Balance	<u>\$ 17,965</u>	<u>\$ 422,314</u>	<u>\$ 1,969,767</u>	<u>\$ 2,410,046</u>

**Seminole Palms
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2023 to November 30, 2023**

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 234,140	\$ 10,908	\$ 22,108	\$ (212,032)	9.44%
Interest	-	-	-	-	-
Total Revenue	234,140	10,908	22,108	(212,032)	9.44%
Expenditures:					
Administrative					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management*	20,000	-	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	20,000	-	-	(20,000)	0.00%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	-	-	(6,500)	0.00%
Annual Special District Fee	175	-	-	(175)	0.00%
General Liability & Pol Insurance	6,000	-	5,200	(800)	86.67%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,515	-	1,515	-	100.00%
Admin Contingency	1,500	-	-	(1,500)	0.00%
Total Administrative	119,590	-	12,715	(106,875)	10.63%
Physical Environment					
Landscape Maintenance	50,000	-	-	(50,000)	0.00%
Pond Maintenance	18,000	-	-	(18,000)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	-	-	(20,000)	0.00%
Total Physical Environment	101,500	-	-	(101,500)	0.00%
Utilities					
Streetlights	13,050	-	-	(13,050)	0.00%
Total Utilities	13,050	-	-	(13,050)	0.00%
Total Expenditures	234,140	-	12,715	(221,425)	5.43%
Excess of Revenue Over (Under) Expenditures	-	10,908	9,393		
Other Financing Sources and (Uses)					
Transfer In					
Transfer Out					
Total Other Financing Sources and (Uses)			-		
Net Change in Fund Balance			9,393		
Fund Balance - Beginning			373		
Fund Balance - Ending			\$ 9,766		

Seminole Palms
Community Development District
Debt Service - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2023 to November 30, 2023

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Landowner Contribution	\$ -	\$ -	\$ -
Lot Closing	-		-
Interest	-	4,534	4,534
Total Revenue	-	4,534	
Expenditures			
Interest Payments			
May 1, 2024	-	-	-
November 1, 2023	-	112,620	112,620
Principal Retirement			
May 1, 2024	-	-	-
Total Expenditures	-	112,620	112,620
Excess of Revenue Over (Under) Expenditures	-	(108,085)	(112,620)
Other Financing Sources and (Uses)			
Transfer In		-	
Transfer Out		(3,636)	
Total Other Financing Sources and (Uses)		(3,636)	
Net Change in Fund Balance		(111,721)	
Fund Balance - Beginning		534,035	
Fund Balance - Ending		\$ 422,314	

**Seminole Palms
Community Development District
Acquisition & Construction
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2023 to November 30, 2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Developer Contributions	\$ -	\$ 2,232,926	\$ 2,232,926
Interest	-	9,618	9,618
Total Revenues	-	2,242,544	2,242,544
Expenditures			
Construction in Progress	-	3,436,904	3,436,904
Total Expenditures	-	3,436,904	3,436,904
 Excess of Revenue Over (Under) Expenditures		 (1,194,360)	
 Other Financing Sources and (Uses)			
Transfer In		3,636	
Transfer Out		-	
Total Other Financing Sources and (Uses)		3,636	
 Net Change in Fund Balance		 (1,190,724)	
Fund Balance - Beginning		959,793	
 Fund Balance - Ending		\$ (230,931)	

**Seminole Palms
Community Development District
Bank Reconciliation - General Fund
For the Period Ending 11/30/2023**

Balance per Bank Statement	\$	11,582.85
Plus: Outstanding Deposits		-
Less: Outstanding Checks		11,285.00
Adjusted Bank Balance	<u>\$</u>	<u>297.85</u>
Beginning Bank Balance per Books	\$	297.85
Cash Receipts		11,285.00
Cash Disbursements		11,285.00
Balance per Books	<u>\$</u>	<u>297.85</u>

**Seminole Palms CDD
Check Register
FY2024**

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023			Balance Forward			297.85
10/25/2023	00005845	CRE-KL Seminole Woods Owner LLC		11,285.00		11,582.85
10/27/2023	1041	Egis Insurance Advisors, LLC	General Liability Insurance FY 2024		5,200.00	6,382.85
10/27/2023	1042	Palm Coast Observer	Legal Advertising		85.00	6,297.85
10/27/2023	1043	Vesta District Services			6,000.00	297.85
10/31/2023				11,285.00	11,285.00	297.85
11/30/2023				0	0	297.85

EXHIBIT 9

Seminole Palms Community Development District

Financial Statements
(Unaudited)

Period Ending
December 31, 2023

**Seminole Palms
Community Development District
Balance Sheet
December 31, 2023**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Acq & Const Fund</u>	<u>Total</u>
Assets:				
Cash	\$ 298	\$ -	\$ -	\$ 298
Investments:				
Revenue	-	-	-	-
Reserve	-	422,077	-	422,077
Interest	-	1,942	-	1,942
Prepayment	-	-	-	-
Sinking	-	-	-	-
Cost of Issuance	-	62	-	62
Acquisition & Construction	-	-	669,922	669,922
Accounts Receivable	23,580	-	1,335,426	1,359,006
Deposits	-	-	-	-
Prepaid Items	-	-	-	-
Total Assets	<u>\$ 23,878</u>	<u>\$ 424,081</u>	<u>\$ 2,005,348</u>	<u>\$ 2,453,306</u>
 Liabilities & Fund Balance				
Liabilities				
Accounts Payable	\$ 8,199	\$ -	\$ 2,222,976	\$ 2,231,176
Retainage Payable	-	-	360,361	360,361
 Fund Balance				
Nonspendable:				
Prepaid & Deposits	-	-	-	-
Restricted for:				
Debt Service	-	424,081	-	424,081
Capital Projects	-	-	(577,989)	(577,989)
Unassigned:	15,678	-	-	15,678
Total Liabilities & Fund Balance	<u>\$ 23,878</u>	<u>\$ 424,081</u>	<u>\$ 2,005,348</u>	<u>\$ 2,453,306</u>

**Seminole Palms
Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2023 to December 31, 2023**

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
Revenue					
Landowner Contribution	\$ 234,140	\$ 10,908	\$ 28,020	\$ (206,120)	11.97%
Interest	-	-	-		
Total Revenue	234,140	10,908	28,020	(206,120)	11.97%
Expenditures:					
Administrative					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management*	20,000	-	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	20,000	-	-	(20,000)	0.00%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	-	-	(6,500)	0.00%
Annual Special District Fee	175	-	-	(175)	0.00%
General Liability & Pol Insurance	6,000	-	5,200	(800)	86.67%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,515	-	1,515	-	100.00%
Admin Contingency	1,500	-	-	(1,500)	0.00%
Total Administrative	119,590	-	12,715	(106,875)	10.63%
Physical Environment					
Landscape Maintenance	50,000	-	-	(50,000)	0.00%
Pond Maintenance	18,000	-	-	(18,000)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	-	-	(20,000)	0.00%
Total Physical Environment	101,500	-	-	(101,500)	0.00%
Utilities					
Streetlights	13,050	-	-	(13,050)	0.00%
Total Utilities	13,050	-	-	(13,050)	0.00%
Total Expenditures	234,140	-	12,715	(221,425)	5.43%
Excess of Revenue Over (Under) Expenditures	-	10,908	15,305		
Other Financing Sources and (Uses)					
Transfer In					
Transfer Out					
Total Other Financing Sources and (Uses)			-		
Net Change in Fund Balance			15,305		
Fund Balance - Beginning			373		
Fund Balance - Ending			\$ 15,678		

**Seminole Palms
Community Development District
Debt Service - Series 2023
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2023 to December 31, 2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Landowner Contribution	\$ -	\$ -	\$ -
Lot Closing	-		-
Interest	-	6,301	6,301
Total Revenue	-	6,301	
Expenditures			
Interest Payments			
May 1, 2024	-	-	-
November 1, 2023	-	112,620	112,620
Principal Retirement			
May 1, 2024	-	-	-
Total Expenditures	-	112,620	112,620
Excess of Revenue Over (Under) Expenditures	-	(106,318)	(112,620)
Other Financing Sources and (Uses)			
Transfer In		-	
Transfer Out		(3,636)	
Total Other Financing Sources and (Uses)		(3,636)	
Net Change in Fund Balance		(109,955)	
Fund Balance - Beginning		534,035	
Fund Balance - Ending		\$ 424,081	

**Seminole Palms
Community Development District
Acquisition & Construction
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period of October 1, 2023 to December 31, 2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
Revenue			
Developer Contributions	\$ -	\$ 2,506,001	\$ 2,506,001
Interest	-	12,418	12,418
Total Revenues	-	2,518,419	2,518,419
Expenditures			
Construction in Progress	-	4,059,837	4,059,837
Total Expenditures	-	4,059,837	4,059,837
 Excess of Revenue Over (Under) Expenditures		 (1,541,419)	
 Other Financing Sources and (Uses)			
Transfer In		3,636	
Transfer Out		-	
Total Other Financing Sources and (Uses)		3,636	
 Net Change in Fund Balance		 (1,537,782)	
Fund Balance - Beginning		959,793	
 Fund Balance - Ending		\$ (577,989)	

**Seminole Palms
Community Development District
Bank Reconciliation - General Fund
For the Period Ending 11/30/2023**

Balance per Bank Statement	\$	297.85
Plus: Outstanding Deposits		-
Less: Outstanding Checks		-
Adjusted Bank Balance	<u>\$</u>	<u>297.85</u>
Beginning Bank Balance per Books	\$	297.85
Cash Receipts		-
Cash Disbursements		-
Balance per Books	<u>\$</u>	<u>297.85</u>

**Seminole Palms CDD
Check Register
FY2024**

Date	Number	Name	Memo	Debit	Credit	Balance
9/30/2023			Balance Forward			297.85
10/25/2023	00005845	CRE-KL Seminole Woods Owner LLC		11,285.00		11,582.85
10/27/2023	1041	Egis Insurance Advisors, LLC	General Liability Insurance FY 2024		5,200.00	6,382.85
10/27/2023	1042	Palm Coast Observer	Legal Advertising		85.00	6,297.85
10/27/2023	1043	Vesta District Services			6,000.00	297.85
10/31/2023				11,285.00	11,285.00	297.85
11/30/2023				-	-	297.85
12/31/2023				-	-	297.85

EXHIBIT 10

AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES (the “**Agreement**”) is made and entered into effective the 4th day of Dec. 2023, by and between:

Seminole Palms Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Flagler County, Florida, with a mailing address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the “**District**”); and

RS&H, Inc., a Florida Corporation, with a mailing address of 10748 Deerwood Park Blvd South, Suite 300, Jacksonville, Florida 32256 (the “**Inspector**”).

RECITALS

WHEREAS, the District requested sealed qualifications to provide construction engineering and inspection (“**CEI**”) services for the District in accordance with sections 190.033 and 287.055, *Florida Statutes*; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide CEI services to the District relating to the Citation Boulevard Extension Project (the “**Project**”); and

WHEREAS, Inspector submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Inspector as the most qualified firm to provide CEI services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Inspector to CEI services; and

WHEREAS, Inspector shall serve under the direction of Kimley-Horn and Associates, Inc. (“**District Engineer**”), and will give consultation and advice to District, or District Engineer, during the performance of his or her services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

ARTICLE 2. SCOPE OF SERVICES. Inspector hereby agrees to perform the professional construction management and CEI services as needed relating to the Project(s) as described in the Scope of Services attached hereto as **Exhibit A** (“**Services**”).

ARTICLE 3. STANDARD OF CARE. The standard of care for all of Inspector’s Services and any additional work performed under this Agreement shall be the care and skill ordinarily used by members of the Inspector’s profession practicing under similar circumstances at the same time and in the same locality (“**Standard of Care**”). Inspector shall be responsible for the technical accuracy of the Services and

documents it provides, including compliance with all applicable federal, state and local laws, regulations, codes and otherwise in compliance with the Standard of Care.

ARTICLE 4. COMPENSATION.

- A.** The fee to complete the engineering services shall be based on the hourly rates and proposed budget attached hereto as **Exhibit B**, and shall be inclusive of all labor and expenses, unless otherwise agreed to in writing by the parties hereto. Any request for additional compensation shall be made before commencing the work for which such compensation is requested.
- B.** Inspector shall invoice for Services rendered at the end of each month in direct proportion to the work accomplished. The District shall pay Inspector's invoices within thirty (30) business days of the invoice date or as may be required by Florida's Prompt Payment Act.

ARTICLE 5. ACCOUNTING RECORDS. Records of Inspector pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. Further, the Inspector shall retain all records, including financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a minimum period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

ARTICLE 6. OWNERSHIP AND REUSE OF DOCUMENTS. [RESERVED.]

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Inspector and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Inspector shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Inspector for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Inspector.

ARTICLE 9. [RESERVED.]

ARTICLE 10. INSURANCE.

- A.** Subject to the provisions of this Article, the Inspector shall, at a minimum, maintain throughout the term of this Agreement insurance in the types and with the limits set forth in **Exhibit C**. (NOTE: For purposes of **Exhibit C**, the term CITY shall refer to both the District and the City of Palm Coast, and the term SUPPLIER shall refer to the Inspector.)
- B.** All insurance policies secured by Inspector pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.

- C. The District and the District's officers, supervisors, agents, staff, and representatives, as well as the City of Palm Coast, and its City Council, agents, staff and representatives, shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance or Professional Liability Insurance for which only proof of insurance shall be provided. The Inspector shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D. If the Inspector fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Inspector shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 11. CONTINGENT FEE. The Inspector warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Inspector, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Inspector, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12. AUDIT. Records of the Inspector pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Inspector agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Inspector involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Inspector agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 13. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Inspector and each of its agents, servants, employees, or anyone directly or indirectly employed by the Inspector, shall exercise the Standard of Care to comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Inspector fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Inspector or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation,

the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 14. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Inspector and each of its agents, servants, employees, or anyone directly or indirectly employed by Inspector, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services as outlined in Article 3.

ARTICLE 15. INDEMNIFICATION. The Inspector agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, staff, and representatives, as well as the City of Palm Coast and its City Council, staff and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Inspector and other persons employed or utilized by the Inspector in the performance of this Agreement, including without limitation the Inspector's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Inspector shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Inspector agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Inspector agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Inspector and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 16. EMPLOYMENT VERIFICATION. The Inspector agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 17. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Inspector agree and acknowledge that the Inspector shall serve as an independent contractor of the District. Neither the Inspector nor employees of the Inspector, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Inspector agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Inspector, if any, in the performance of this Agreement. The Inspector shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Inspector shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 18. CONTROLLING LAW. The Inspector and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Flagler County, Florida.

ARTICLE 19. NOTICE. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Inspector: RS&H, Inc.
10748 Deerwood Park Blvd South, Suite 300
Jacksonville, Florida 32256
Attn: Legal Department

B. If to District: Seminole Palms Community
Development District
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

ARTICLE 20. PUBLIC RECORDS. Inspector understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Inspector agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Inspector acknowledges that the designated public records custodian for the District is David McInnes ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Inspector shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Inspector does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Inspector's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Inspector, the Inspector shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE INSPECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

THE INSPECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, DMCINNES@VESTAPROPERTYSERVICES.COM, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

ARTICLE 21. NO THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law; provided, however, that the City of Palm Coast, Florida (the "City") shall have third-party rights to enforce its rights hereunder, along with all other rights to which the City is entitled under Article 23 of this Agreement.

ARTICLE 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 23. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Inspector shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Inspector from employing such independent professional associates and consultants as Inspector deems appropriate and consistent with this Agreement. Notwithstanding the foregoing, the District may assign, sublet, and transfer any and all of its rights under or interest in this Agreement to the City without the consent of the Inspector.

ARTICLE 24. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 25. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Inspector.

ARTICLE 26. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Inspector, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 27. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE INSPECTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Inspector. The District or the Inspector may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Inspector receives notification of the intent of the District to terminate the contract, the Inspector shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Inspector shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Inspector's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 29. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 30. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Inspector is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 31. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Inspector in the spaces provided below.

ARTICLE 32. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 33. E-VERIFY REQUIREMENTS. The Inspector shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Inspector shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Inspector has knowingly violated Section 448.091, *Florida Statutes*.

If the Inspector anticipates entering into agreements with a subcontractor for the Services, Inspector will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Inspector shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Inspector has otherwise complied with its obligations hereunder, the District shall promptly notify the Inspector. The Inspector agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Inspector or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

ARTICLE 34. SCRUTINIZED COMPANIES STATEMENTS. Inspector certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in

Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Inspector is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Candice Bain

C6D8BCF88ED4424...

Assistant Secretary/Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

RS&H, INC.

DocuSigned by:

William Downey

F752890E59F4480

Witness

By: William Downey
Its: Vice President

EXHIBIT A: Scope of Services

EXHIBIT B: Schedule of Rates AND Proposed Budget

EXHIBIT A
Scope of Services

The Inspector's scope of services shall include:

- Monitor and/or audit the contractor's construction, schedule and quality
- Become familiar with the contract documents and the contractor's operations during the Project
- Observe, check and measure items used in the Project for compliance with the contract documents and technical instructions from the Project Engineer, as well as for compliance with applicable City and other governmental requirements
- Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events
 - Include Project Engineer's instructions are written in the daily report/log
- Attend periodic progress meetings during construction

- Receive samples which are required to be furnished at the job site; record date received and from whom; notify Project Engineer of their readiness for examination, record Project Engineer's approval or rejection, and maintain custody of approved samples

- Inspect all materials immediately upon their delivery to the site to ensure that they comply with the contract documents and are in a good and acceptable condition

- Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor Project Engineer
 - Report to the District and Project Engineer laboratory tests indicating defective materials or other problems
 - Check billings from testing laboratories to see that billings reflect only tests actually requested and performed
 - Maintain a daily log of inspection by testing lab
- Make sure that the required record drawings are accurately marked up as required

- Report to the District and the Project Engineer verbally and in writing: (1) poor performance by the contractor, (2) acts prejudicial to the District's interest, and (3) work performed or materials used which are not in conformance with the contract documents

- Assist the District and Project Engineer in the final inspection and project acceptance phase

- Upon substantial completion, review project documentation (performed by others) including test reports, record drawings, certifications, etc.; assist the Project Engineer with preparation of any final punch list items, and observe and monitor completion of any such items

Inspector shall not have the authority to authorize deviations from the contract documents, avoid conducting any required tests, act as Contractor's field superintendent, approve shop drawings or samples, approve change orders, or otherwise interfere in contractor/subcontractor relationships.

EXHIBIT B:
Inspector's Rates and Proposed Budget

Senior Project Engineer	\$ 252.00
Project Administrator	\$ 168.00
Contract Support Specialist	\$ 98.00
Senior Inspector	\$ 98.00
Inspector	\$ 84.00
Inspector Aide	\$ 70.00

EXHIBIT C:
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
 \$500,000.00 (Each Accident)
 \$500,000.00 (Disease-Each Employee)
 \$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

Additional Named Insureds**Other Named Insureds**

REYNOLDS, SMITH AND HILLS ARCHITECTS-ENGINEERS PLAN	Additional Named Insured
REYNOLDS, SMITH AND HILLS CS, INCORPORATED	Additional Named Insured
Reynolds, Smith and Hills, Inc.	Additional Named Insured
RS&H ALABAMA, INC.	Additional Named Insured
RS&H ARCHITECT AND ENGINEER, P.C.	Additional Named Insured
RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC.	Additional Named Insured
RS&H CALIFORNIA, INC.	Additional Named Insured
RS&H COMMERCIAL REALTY, INC.	Additional Named Insured
RS&H IDAHO, P.C.	Additional Named Insured
RS&H ILLINOIS, INC.	Additional Named Insured
RS&H IOWA, P.C.	Additional Named Insured
RS&H MARYLAND, INC.	Additional Named Insured
RS&H MASSACHUSETTS, INC.	Additional Named Insured
RS&H MICHIGAN, INC.	Additional Named Insured
RS&H MISSISSIPPI, P.C.	Additional Named Insured
RS&H MONTANA, P.C.	Additional Named Insured
RS&H NEVADA, INC.	Additional Named Insured
RS&H OHIO, INC.	Additional Named Insured
RS&H OREGON, ARCHITECTS-ENGINEERS-PLANNERS, P.C.	Additional Named Insured
RS&H PENNSYLVANIA, INC.	Additional Named Insured
TSIOUVARAS SIMMONS HOLDERNESS, INC.	Additional Named Insured
RS&H Arkansas Inc	Additional Named Insured

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED RS&H, Inc	
POLICY NUMBER _____		EFFECTIVE DATE: _____	
CARRIER _____	NAIC CODE _____		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Umbrella - Total Limit \$29,000,000
 Primary \$9M Policy #AUC-1469558-01 American Guarantee and Liability Insurance Company
 \$10M XS \$9M Policy #EX-6T35064A-23-NF Travelers Property Casualty Company of America
 \$10M XS \$19M Policy #7039681430 Continental Insurance Company

EXHIBIT 11

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, FL 32137

JOINT MAINTENANCE EASEMENT AGREEMENT

THIS JOINT MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made and entered this ____ day of _____, 2024, by and between the **CITY OF PALM COAST, FLORIDA**, a Florida Municipal Corporation, with an address of 160 Lake Avenue, Palm Coast, FL 32164 (“City”), and the **SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“District”).

RECITALS

WHEREAS, the City and Kolter Group Acquisitions, LLC (“Kolter”) previously entered into that certain Seminole Palms Impact Fee Prepayment, Citation Boulevard Extension and Land Exchange Agreement, dated on or about October 29, 2021 and recorded in Official Records Book 2726, Page 844 of the Public Records of Flagler County, Florida (“Land Exchange Agreement”);

WHEREAS, Kolter assigned certain rights and obligations in the Land Exchange Agreement to the District by virtue of that certain Assignment of Rights dated April 25, 2022;

WHEREAS, the rights and obligations in the Land Exchange Agreement assigned to the District include, *inter alia*, the obligation to undertake construction of an extension of Citation Boulevard (“Citation Extension Improvements”);

WHEREAS, the City and the District entered into that certain Interlocal Agreement Regarding Citation Boulevard Extension, recorded on July 13, 2022, in Official Records Book 2705, Page 299, of the Public Records of Flagler County, Florida, by which the District accepted an assignment of, generally stated, all of the City rights and obligations for the solicitation and construction of the Citation Extension Improvements pursuant to the Land Exchange Agreement;

WHEREAS, the Citation Extension Improvements are being construed on certain real property owned by the City as more particularly described in the attached **EXHIBIT “A”** (“Easement Area”);

WHEREAS, after the completion of construction, the City will be the owner of and responsible for the maintenance of the Citation Extension Improvements;

WHEREAS, the District desires the right to perform maintenance and repairs within the Easement Area in order to provide a higher level of maintenance service for portions of the Citation Extension Improvements at the District’s cost; and

WHEREAS, the City has agreed to grant to the District an easement for the purposes stated herein;

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated by this reference as a material part of this Agreement.

2. **JOINT MAINTENANCE EASEMENT.** The City hereby grants to the District a non-exclusive easement over, upon, under, through and across the Easement Area for ingress and egress for maintenance, repair and replacement of a portion of the Citation Extension Improvements, including, all stormwater ponds and connection pipes, sidewalks, hardscape improvements, lighting improvements, landscape improvements and irrigation infrastructure within the Easement Area. The easement granted herein specifically excludes maintenance of any roadways, curbs, and utility facilities. The District shall use all due care to protect the Easement Area and Citation Extension Improvements from damage resulting from the District's use of the Easement Area.

3. **DAMAGES.** In the event that the District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, the District, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **INSURANCE.** The District or any contractors performing work for the District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the City, and its employees and representatives, as insured, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, the District shall indemnify and hold harmless the City, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Agreement or use of

With a copy to:

Kutak Rock
107 W College Ave
Tallahassee, Florida 32301
Attn: Jere Earlywine

12. **THIRD PARTIES.** This Agreement is solely for the benefit of the City and the District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the City and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The City shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the City's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** Neither of the parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the parties absent the written consent of the other party shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in the County in which the District is located, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective parties have complied with all requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by and instrument in writing which is executed by both the City and the District.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

21. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

CITY OF PALM COAST, FLORIDA

By: _____

By: _____

Print Name: _____

Denise Bevan, City Manager

By: _____

ATTEST:

Print Name: _____

By: _____

Kaley Cook, City Clerk

(SEAL)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2024, by Denise Bevan, City Manager, of the City of Palm Coast, on its behalf. He/she ___ is personally known to me or ___ produced _____ as identification.

Notary Public, State of Florida

WITNESSES:

SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT

By: Derek A. Moses sr

Print Name: Derek A. Moses sr

By: [Signature]

Print Name: Zane Kordic

By: J. Frye

Name: JUSTIN FRYE

Title: CHAIRMAN

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 3 day of JAN, 2024, by Justin Frye, who is the Chairman of the Seminole Palms Community Development District on behalf of the District. He/she is either personally known to me or produced Drivers Lic as identification.

Derek A. Moses sr
Notary Public, State of Florida

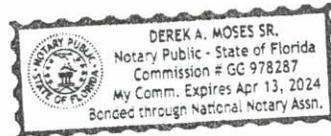


EXHIBIT "A"

**EASEMENT AREA
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N 53°30'00" E, 1142.49 FEET TO A POINT ON A LINE OF UNPLATTED LANDS DESCRIBED IN O.R.B. 2013, PAGE 589, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N 74°35'46" E, 10.90 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N 53°01'58" E, 39.91 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 734.00 FEET, A CENTRAL ANGLE OF 38°38'06" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 72°21'01" E, 485.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 494.94 FEET; THENCE S 88°19'56" E, 257.43 FEET TO A POINT OF CURVATURE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 17°01'17" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 83°09'25" E, 387.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 389.18 FEET; THENCE N 74°38'46" E, 751.49 FEET TO A POINT OF CURVATURE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 21°11'45" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 64°02'53" E, 389.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 392.14 FEET; THENCE N 53°27'01" E, 445.25 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 734.00 FEET, A CENTRAL ANGLE OF 35°37'26" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 71°15'44" E, 449.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.37 FEET; THENCE N 89°04'27" E, 102.58 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY, HAVING A RADIUS 1395.00 FEET, A CENTRAL ANGLE OF 13°44'50" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 82°12'02" E, 333.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 334.71 FEET; THENCE N 03°27'46" E, 14.72 FEET; THENCE N 72°56'25" E, 233.44 FEET; THENCE N 17°58'27" E, 55.20 FEET; THENCE N 06°15'12" W, 72.27 FEET; THENCE N 05°51'41" W, 53.57 FEET; THENCE N 02°04'10" E, 57.76 FEET; THENCE N 12°25'53" E, 44.12 FEET; THENCE N 27°28'48" E, 63.05 FEET; THENCE N 23°34'44" E, 59.11 FEET; THENCE N 16°48'29" E, 18.65 FEET; THENCE S 19°06'24" E, 24.87 FEET; THENCE S 37°28'26" E, 64.41 FEET; THENCE S 57°42'05" E, 27.21 FEET; THENCE S 02°32'58" W, 16.38 FEET; THENCE S 16°54'50" E, 42.01 FEET; THENCE S 15°08'40" E, 42.45 FEET; THENCE S 01°08'35" W, 38.04 FEET; THENCE S 12°59'27" W, 55.34 FEET; THENCE S 19°40'34" W, 50.02 FEET; THENCE S 23°01'17" E, 32.91 FEET; THENCE N 81°41'23" E, 66.58 FEET; THENCE N 64°29'22" E, 32.48 FEET; THENCE N 72°36'25" E, 24.92 FEET; THENCE S 76°29'06" E, 27.88 FEET; THENCE N 72°56'25" E, 29.04 FEET; THENCE N 55°58'00" E, 26.29 FEET; THENCE N 89°57'15"

E, 26.23 FEET; THENCE N 72°56'25" E, 17.72 FEET; THENCE N 07°56'29" W, 10.13 FEET; THENCE N 72°56'25" E, 503.72 FEET; THENCE S 17°05'11" E, 100.00 FEET; THENCE S 72°56'25" W, 500.86 FEET; THENCE N 17°03'35" W, 10.00 FEET; THENCE S 72°56'25" W, 88.08 FEET; THENCE S 17°03'35" E, 15.00 FEET; THENCE S 72°56'25" W, 96.46 FEET; THENCE N 15°32'19" W, 15.01 FEET; THENCE S 72°56'25" W, 287.15 FEET; THENCE S 17°03'35" E, 15.00 FEET; THENCE S 72°56'25" W, 262.11 FEET; THENCE S 23°08'22" W, 20.45 FEET; THENCE S 74°32'21" W, 42.09 FEET; THENCE S 06°27'25" W, 42.56 FEET; THENCE S 34°37'35" W, 37.45 FEET; THENCE S 59°22'21" W, 57.74 FEET; THENCE S 89°01'51" W, 261.04 FEET; THENCE N 10°28'36" W, 53.37 FEET; THENCE N 32°04'59" W, 46.31 FEET; THENCE S 79°40'50" W, 91.71 FEET; THENCE S 89°24'49" W, 60.24 FEET; THENCE S 58°15'31" W, 41.61 FEET; THENCE S 55°41'09" W, 81.35 FEET; THENCE S 24°37'02" E, 51.43 FEET; THENCE S 02°06'13" W, 30.78 FEET; THENCE S 69°19'56" W, 53.27 FEET; THENCE S 67°21'11" W, 59.73 FEET; THENCE S 61°44'49" W, 62.69 FEET; THENCE S 02°23'33" E, 5.90 FEET; THENCE N 88°51'02" W, 56.97 FEET; THENCE S 47°52'42" W, 72.92 FEET; THENCE S 00°57'39" E, 69.04 FEET; THENCE N 86°44'57" E, 58.71 FEET; THENCE S 25°31'47" E, 13.92 FEET; THENCE S 82°19'14" E, 49.24 FEET; THENCE S 16°32'41" E, 29.01 FEET; THENCE N 71°42'04" W, 60.26 FEET; THENCE S 32°27'07" W, 81.16 FEET; THENCE S 01°03'12" W, 35.89 FEET; THENCE S 69°07'00" W, 14.53 FEET; THENCE N 69°50'09" W, 38.95 FEET; THENCE S 49°53'21" W, 38.14 FEET; THENCE S 66°05'01" W, 41.59 FEET; THENCE S 21°26'20" E, 43.97 FEET; THENCE S 41°55'06" W, 59.87 FEET; THENCE S 39°54'53" E, 63.34 FEET; THENCE S 81°24'07" W, 5.25 FEET; THENCE S 22°53'30" W, 73.22 FEET; THENCE S 11°24'15" E, 44.40 FEET; THENCE S 30°54'23" W, 38.44 FEET; THENCE S 51°41'11" W, 38.66 FEET; THENCE S 43°00'50" W, 52.23 FEET; THENCE S 31°37'01" W, 55.15 FEET; THENCE S 32°56'18" W, 38.90 FEET; THENCE S 32°54'11" W, 49.26 FEET; THENCE S 12°59'21" E, 16.02 FEET; THENCE S 66°55'25" W, 43.77 FEET; THENCE S 54°22'11" W, 21.22 FEET; THENCE N 52°14'14" W, 31.16 FEET; THENCE N 37°35'01" W, 18.20 FEET; THENCE N 07°26'11" E, 61.53 FEET; THENCE S 84°42'27" W, 107.90 FEET; THENCE S 36°02'32" W, 51.81 FEET; THENCE S 87°59'59" W, 43.00 FEET; THENCE S 31°41'46" W, 52.51 FEET; THENCE N 70°33'59" W, 22.07 FEET; THENCE N 18°01'04" W, 48.57 FEET; THENCE N 05°18'11" W, 54.87 FEET; THENCE N 36°49'15" W, 69.90 FEET; THENCE N 10°10'10" W, 31.92 FEET; THENCE S 85°57'58" E, 53.44 FEET; THENCE N 08°12'25" E, 62.57 FEET; THENCE N 79°18'02" W, 78.42 FEET; THENCE N 85°42'30" W, 72.48 FEET; THENCE N 82°46'45" W, 60.14 FEET; THENCE N 72°56'35" W, 40.40 FEET; THENCE N 19°36'56" W, 73.49 FEET; THENCE N 85°24'38" W, 89.94 FEET; THENCE S 47°54'34" W, 34.79 FEET; THENCE S 76°35'06" W, 66.59 FEET; THENCE S 49°20'21" W, 88.86 FEET; THENCE S 45°06'01" W, 65.25 FEET; THENCE S 32°02'58" W, 38.96 FEET; THENCE N 89°48'16" W, 41.19 FEET; THENCE S 66°16'29" W, 94.75 FEET; THENCE N 89°05'10" W, 48.54 FEET; THENCE N 78°51'44" W, 82.57 FEET; THENCE N 73°34'00" W, 50.25 FEET; THENCE N 75°39'50" W, 50.10 FEET; THENCE N 03°44'32" W, 23.29 FEET; THENCE S 89°16'35" W, 46.31 FEET; THENCE N 88°19'56" W, 451.29 FEET; THENCE S 72°42'09" W, 289.25 FEET; THENCE S 53°44'14" W, 40.91 FEET; THENCE N 74°35'46" W, 120.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS 21.12 ACRES, MORE OR LESS.

EXHIBIT 12

RESOLUTION 2024-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole Palms Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Flagler County, Florida;

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

WHEREAS, the Board has previously established a local operating bank account for the District; and

WHEREAS, the Board has previously designated authorized signatories on the bank account; and

WHEREAS, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

NOW BE IT THEREFORE RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Chair and Vice-Chair of the District's Board of Supervisors, Scott Smith and Johanna Lee and Bridgett Alexander of DPGF Management and Consulting, LLC, are hereby designated as authorized signatories on the District's operating bank account.

Section 2. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted resolution designating signatories on bank accounts for the District is rescinded and repealed.

PASSED AND ADOPTED this 22nd day of January, 2024.

ATTEST:

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors