



**CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MAY 13, 2025
11:15 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33024

www.centuryparksquarecdd.org
786.347.2711 ext. 2011 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
Century Homebuilders Group, LLC
1805 Ponce de Leon Boulevard, Unit #100
Coral Gables, Florida 33134
REGULAR BOARD MEETING
May 13, 2025
11:15 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Discussion Regarding Resignation and Appointment to Fill Vacancy.....Page 2
- E. Administer Oath of Office and Review Board Member Duties and Responsibilities
- F. Consider Resolution No. 2025-03 – Election of Officers.....Page 4
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. March 11, 2025 Regular Board Meeting Minutes.....Page 5
- J. Old Business
- K. New Business
 - 1. Consider Ratification of Lien of Record.....Page 8
 - 2. Consider Intergovernmental Cooperation Agreement – Miami-Dade County.....Page 11
- L. Board Members & Staff Closing Comments
- M. Adjourn



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142321	611921	Print Legal Ad-IPL02041730 - IPL0204173		\$888.14	2	60 L

Attention: Laura J. Archer

Century Park Square Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410

LArcher@sdsinc.org

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Century Park Square Community Development District** (the "District") will hold Regular Board Meeting in the Conference Room at Century Homebuilders Group, LLC, located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134 at 1:00 p.m. on the following date:

November 21, 2024

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Century Park Square Community Development District (the "District") will hold Regular Board Meetings in the Conference Room at Century Homebuilders Group, LLC, located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134 at 11:15 a.m. on the following dates:

**December 10, 2024
February 11, 2025
March 11, 2025
April 8, 2025
May 13, 2025
June 10, 2025
July 8, 2025
September 9, 2025**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised cancellation notice.

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
www.centuryparksquarecdd.org
IPL0204173
Nov 14 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

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

1 insertion(s) published on:

11/14/24

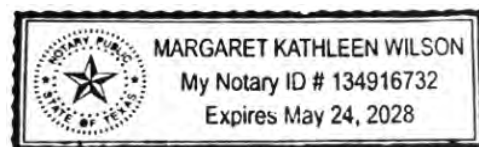
Affiant further says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 14th day of
November in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Date: 04/07/2025

Board of Supervisors
Century Park Square Community Development District
C/o Special District Services, Inc.,
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193

RE: Resignation

Dear Board of Supervisors,

Please be advised that I am resigning my position as Board Member and Officer on the **Century Park Square Community Development District** Board of Supervisors effective immediately 04/05/2025.

Sincerely,

Signed by:

BFFA3B760B704FF... 4/8/2025
Sandra Albo
salbo@chbsfl.com

Date: 04/07/2025

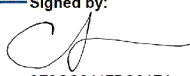
Board of Supervisors
Century Park Square Community Development District
C/o Special District Services, Inc.,
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193

RE: Resignation

Dear Board of Supervisors,

Please be advised that I am resigning my position as Board Member and Officer on the **Century Park Square Community Development District** Board of Supervisors effective immediately 04/05/2025.

Sincerely,

Signed by:

2E3CC0417BC94EA...

4/10/2025

Carolina Neuman
cneuman@chbsfl.com

RESOLUTION NO. 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT
DISTRICT (“DISTRICT”) ELECTING THE OFFICERS OF THE
DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of Supervisors (the “Board”) of the Century Park Square Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 190.006(6), *Florida Statutes*, as soon as practicable after each election or appointment to the Board, the Board shall organize by electing one (1) of its members as chairperson and by electing a secretary, and such other officers as the Board may deem necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT
DISTRICT, THAT:**

1. The following persons are elected to the offices shown, to wit:

_____	Chairperson
_____	Vice Chairperson
Armando Silva	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
Nancy Nguyen	Assistant Secretary
Gloria Perez	Assistant Secretary

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

PASSED, ADOPTED and BECOMES EFFECTIVE this 13th day of May, 2025.

ATTEST:

**CENTURY PARK SQUARE
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 11, 2025**

A. CALL TO ORDER

Mr. Silva called the March 11, 2025, Regular Board Meeting of the Century Park Square Community Development District (the “District”) to order at 10:36 a.m. in the Conference Room at Century Homebuilders Group, LLC located at 1805 Ponce de Leon Boulevard, Unit 100, Coral Gables, Florida 33134.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on November 14, 2024, as part of the District’s Fiscal Year 2025/2026 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that a quorum had been established with the attendance of Chairperson Sandra Albo, Vice Chairperson Karl Neuman and Supervisors Alessandra Pino and Tatiana Pino and it was in order to proceed with the meeting.

Also in attendance were: District Manager Armando Silva and Associate District Manager of Special District Services, Inc.; and District Counsel Ginger Wald of Billing Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. November 21, 2024, Regular Board Meeting

The November 21, 2023, Regular Board Meeting minutes were presented.

A MOTION was made by Supervisor A. Pino, seconded by Supervisor Albo and passed unanimously approving the minutes of the November 21, 2024, Regular Board Meeting, as presented.

G. OLD BUSINESS

There was no Old Business to discuss.

H. NEW BUSINESS

1. Consider Resolution No. 2025-01 – Adopting Fiscal Year 2025/2026 Proposed Budget

Mr. Silva presented Resolution No. 2025-01, entitled:

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and provided a brief overview of the proposed budget. Mr. Silva stated that the overall assessment for the fiscal year 2025/2026 would remain the same as the fiscal year 2024/2025 assessment, so letters to residents would not be required. A discussion ensued after which;

A **MOTION** was made by Supervisor A. Pino, seconded by Supervisor Albo and unanimously passed adopting Resolution No. 2025-01, as presented, thus setting the public hearing to adopt the 2025/2026 Fiscal Year Final Budget and Assessments for June 10, 2025, at 11:15 a.m. in a Meeting Room of Century Homebuilders Group, LLC located at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134; and further authorizing required advertisements.

2. Consider Resolution No. 2025-02 – Designating Registered Agent

Mr. Silva presented Resolution No. 2025-02, entitled:

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

Mr. Silva explained that Florida Statutes requires that the District designate a registered office and registered agent for the purpose of accepting service of process, notice, or demand that is required by law to be served upon the District. He further explained that it is necessary to designate a new registered agent and update the business address of the registered office. A discussion ensued, after which:

A **MOTION** was made by Supervisor A. Pino, seconded by Supervisor Albo and unanimously passed designating Michael J. Pawelczyk as the Century Park Square Community Development District registered agent, and designating the registered office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301.

3. Consider Selection of a District Engineer

Note: Mr. Silva recessed the Regular Meeting and simultaneously called to order a meeting of the Professional Engineer Selection Committee (“Committee”) at approximately 11:26 a.m.

Mr. Silva explained that the purpose of the Committee meeting was to rank the proposers who had replied to the RFP for District Engineer. Although there was only one proposal received, the Committee consensus was to proceed with the ranking process; therefore waiving the criteria of preference ranking of a minimum of three (3) firms. Per the criteria previously established by the Committee, the Committee ranked Alvarez Engineers Inc. number 1. There being no further Committee business to conduct, the Committee meeting was adjourned and the Regular Meeting was simultaneously reconvened at approximately 11:28 a.m.

Mr. Silva recommended to the Board that it would be in order to act on the Committee’s recommendation. A discussion ensued after which;

A MOTION was made by Supervisor A. Pino, seconded by Supervisor Albo and unanimously passed to authorize the District Manager to negotiate a contract/agreement with Alvarez Engineers, Inc.; and authorizes District officials to engage with Alvarez Engineers, Inc.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no Administrative or Operational Matters to discuss.

J. BOARD MEMBER/STAFF COMMENTS

There were no further comments from Board Members or staff.

K. ADJOURNMENT

There being no further business, the Regular Board Meeting was adjourned on a MOTION made by Supervisor Albo, seconded by Supervisor A. Pino at 11:31 a.m. and passed unanimously.

Secretary

Chairperson

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**LIEN OF RECORD OF THE
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT
(Assessment Area One Project)**

Notice is hereby given this 15th day of May, 2025 that the Century Park Square Community Development District (the “District”), a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980 (the “Act”), enjoys a governmental lien of record on the property referred to as the Assessment Area One, as described in Exhibit “A” attached hereto. Such lien is coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other non-federal liens, titles, and claims until paid pursuant to the Act and other applicable law. The District’s lien secures the payment of special assessments levied in accordance with the Act and other applicable law, for the purpose of funding the District’s operating and maintenance expenses, and to pay the District’s bond indebtedness for the purpose of funding various improvements incurred by the District in connection with the issuance of **\$2,890,000** Century Park Square Community Development District Special Assessment Bonds, Series 2025 (Assessment Area One Project). For information regarding the amount of the special assessments encumbering the specified real property, contact the District at:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
(561) 630-4923

**THIS CONSTITUTES A LIEN OF RECORD FOR PURPOSES OF SECTION 190.021,
FLORIDA STATUTES, AND ALL OTHER APPLICABLE PROVISIONS OF THE
FLORIDA STATUTES AND ANY OTHER APPLICABLE LAW.**

**CENTURY PARK SQUARE COMMUNITY
DEVELOPMENT DISTRICT**

Witnesses:

Print name: _____

Address: _____

By: _____
Sandra Albo, Chairperson
Board of Supervisors

Print name: _____

Address: _____

ATTEST:

By: _____
Armando Silva, Secretary

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of May, 2025, by Sandra Albo, the Chairperson of the Board of Supervisors of the Century Park Square Community Development District, on behalf of the District. She is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of May, 2025, by Armando Silva, the Secretary of the Century Park Square Community Development District, on behalf of the District. He is personally known to me or has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of _____
Commission Number: _____

Exhibit "A"

LEGAL DESCRIPTION – ASSESSMENT AREA ONE

All lands lying within the CENTURY PARK SQUARE Plat, as recorded in Plat Book 178, Page 9 in the Public Records of Miami-Dade County, Florida.

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN CONSTITUTIONAL OFFICE OF THE PROPERTY APPRAISER OF
MIAMI-DADE COUNTY AND
THE CONSTITUTIONAL OFFICE OF THE TAX COLLECTOR OF MIAMI-DADE
COUNTY
AND
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into as of ____ day of _____, 2025, by and among the Constitutional Office of the Property Appraiser of Miami-Dade County (hereinafter referred to as “Property Appraiser”), Florida, the Constitutional Office of the Tax Collector of Miami-Dade County (hereinafter referred to as “Tax Collector”), Florida, and the Century Park Square Community Development District (hereinafter referred to as “District”), Florida.

WITNESSETH

WHEREAS, the District intends to adopt non-ad valorem assessments for collecting its benefits and maintenance assessments or such other assessments imposed by the District (“Non-Ad Valorem Assessments”); and

WHEREAS, the District intends to utilize the uniform method of collection, as outlined in Sections 197.3632 and 197.3635 of the Florida Statutes, for collection of its Non-Ad Valorem Assessments; and

WHEREAS, the District has requested that the Property Appraiser include the District’s proposed or adopted Non-Ad Valorem Assessments for the District on the Notice of Proposed Property Taxes as specified in Section 200.069, Florida Statutes (“TRIM Notice”); and

WHEREAS, the District has requested the Tax Collector include the District's adopted Non-Ad Valorem Assessments on the Combined Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments in accordance with Section 197.3635, Florida Statutes ("Tax Bill"); and

WHEREAS, the District, the Tax Collector, and the Property Appraiser must enter into a written agreement evidencing the Tax Collector's and the Property Appraiser's agreement to place the District's Non-Ad Valorem Assessments on the TRIM Notice and Tax Bill; and

WHEREAS, pursuant to Rule 12D18.001 of the Florida Administrative Code, and *Escambia County v. Bell*, 717 So. 2d 85 (Fla. 1st DCA 1998), it is the duty of the District to determine, under law, whether the Non Ad-Valorem Assessments are constitutional and may be collected as a lien; the duties of the Property Appraiser and Tax Collector under section 197.3632 of the Florida Statutes are ministerial and shall not be construed to authorize the levy of the Non Ad-Valorem Assessments; and

WHEREAS, the District represents that it has duly complied with the notice provisions and adopted Resolution No. 2024-17 in compliance with Section 197.3632 Florida Statutes, so as to entitle the District to elect the non-ad valorem method of collection, and the Tax Collector and Property Appraiser have relied on these representations,

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, the Tax Collector, the Property Appraiser, and the District agree as follows:

1. The District's request to place its Non-Ad Valorem Assessments TRIM Notice is granted by the Property Appraiser, subject to the District's compliance with the terms of this Agreement.
2. The District's request to place its Non-Ad Valorem Assessments on the Tax Bill is granted by the Tax Collector, subject to the District's compliance with the terms of this Agreement.
3. The District agrees to the following requirements in order to place its Non-Ad Valorem Assessments on the TRIM Notice and Tax Bill:
 - A. The Non-Ad Valorem Assessments will be assessed yearly against all eligible properties within the District, and the District shall never have attempted to collect the Non-Ad Valorem Assessments prior year assessments.
 - B. No later than **July 9th** of the current year the following should be provided to the Property Appraiser:
 - i. The final files for the TRIM Notice.
 - ii. The description of "Purpose of Assessment" as it would appear on the TRIM Notice.
 - iii. The District's contact name and phone number used to address questions regarding the assessment.
 - C. No later than **August 1st** of the current year an insert describing the Non Ad-Valorem Assessments to be included with the mailing of the TRIM Notice. A sample must be provided to the Property Appraiser for approval prior to August 1st.

- D. No later than **September 15th** of the current year the final roll reflecting the Non-Ad Valorem Assessments that are to appear on the Tax Bill must be submitted to the Property Appraiser and the Tax Collector.
4. The District agrees that the Tax Collector shall be entitled to retain the actual costs of collection, or two percent (2%), on the amount of special assessments collected and remitted.
 5. This Agreement shall not take effect until the District is in full compliance with all local zoning, land use, and other applicable regulations.
 6. **Duration of this Agreement.** Subject to the limitation of paragraph 5 above, this Agreement shall take effect upon signing and shall extend to the collection of special assessments for each fiscal year thereafter, until cancelled by any Party pursuant to paragraph 11 herein.
 7. **Severability of the Provisions in this Agreement.** The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions of this Agreement.
 8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 9. **Amendments or Modifications of this Agreement.** It is anticipated by the Parties that the terms and conditions of this Agreement will be periodically

amended or modified. Such amendments or modifications must be in writing and must be duly executed by all Parties to this Agreement.

10. **Indemnification and Hold Harmless.** The District shall indemnify and hold harmless, to the extent permitted by Florida law, the Property Appraiser, Tax Collector and their respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser, Tax Collector or their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the District or its employees, agents, servants, partners principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser or Tax Collector where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
11. **Cancellation.** This Agreement may be cancelled by any Party upon thirty (30) days written notice to the other Parties.
12. **Intent to be Legally Bound.** By signing this Agreement, the Parties hereto confirm and state that they have carefully read the Agreement, that they know the contents thereof, that they fully expect to carry out each and every provision,

and that they intend to be legally bound by the rights and obligations set forth herein.

13. **Headings.** The headings for each paragraph in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of any provision.
14. **Complete Agreement.** This document shall represent the complete Agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement, and they affirm that they have the power to do so on behalf of the District, the Tax Collector, and the Property Appraiser.

ATTEST:

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT
DISTRICT

By: _____

By: _____

District: _____

District: _____

MIAMI-DADE COUNTY, FLORIDA
PROPERTY APPRAISER

By: _____

Tomas Regalado
Property Appraiser

MIAMI-DADE COUNTY, FLORIDA
TAX COLLECTOR

By: _____

Daniel Fernandez
Tax Collector

Approved as to legal sufficiency for the Tax Collectors Office and the Office of the Property Appraiser:

By: _____

Assistant County Attorney

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED
BY THE OFFICE OF THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE OFFICE OF THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY (**AGREEMENT**), made and entered into this ____ day of _____, 20____, by and between the **Century Park Square Community Development District** (hereinafter referred to as the “**CDD**”) and the **PROPERTY APPRAISER OF MIAMI-DADE COUNTY**, (hereinafter referred as the “**Property Appraiser**”).

WITNESSETH

WHEREAS, the CDD is an independent special purpose unit of local government that helps plan, finance, construct, operate and maintain infrastructure and services for the benefit of its residents,

WHEREAS, the CDD may finance infrastructure and services by levying ad valorem taxes or non-ad valorem assessments,

WHEREAS, the CDD has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“**Exempt Information**”),

WHEREAS, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address,

WHEREAS, the CDD shall only request Exempt Information when there is a statutory or official need for the Exempt Information,

WHEREAS, the CDD shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

NOW, THEREFORE, in consideration of the covenants herein provided, the CDD and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the CDD requests any Exempt Information from the Property Appraiser, the CDD shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the CDD or any of its agents or employees, except as authorized by Florida law.
3. The CDD shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of the CDD and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.

4. When in receipt of Exempt Information from the Property Appraiser, the CDD acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The CDD accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.
5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the CDD does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the CDD's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the CDD and the Property Appraiser and shall remain in full force and effect and be binding on the CDD, and any permitted successors or assigns.
7. In the event that the CDD requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the CDD must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the CDD allows the third party to access any Exempt Information. The CDD acknowledges that such assumption by a third party shall not relieve the CDD from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the CDD to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the CDD shall destroy all Exempt Information within ten (10) days. The CDD's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the CDD, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the CDD and Property Appraiser designate the following as the respective places for notice purposes:

Community Development District:

With a Copy to:

Property Appraiser

Miami-Dade County
Office of the Property Appraiser
111 Northwest First Street, Suite 710
Miami, Florida 33128

IN WITNESS WHEREOF, the Century Park Square Community Development District has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By: _____
Clerk

By: _____
Chairperson

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

CDD Attorney

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

ATTEST:

By: _____
Property Appraiser or
Designee

Date