



**HILLCREST
COMMUNITY DEVELOPMENT
DISTRICT**

**BROWARD COUNTY
REGULAR BOARD MEETING
MARCH 19, 2026
8:30 A.M.**

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

www.hillcrestdd.org
786.347.2700 ext. 2027 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
Parkview at Hillcrest Clubhouse
4500 Hillcrest Drive
Hollywood, Florida 33021
REGULAR BOARD MEETING
March 19, 2026
8:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish a Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 20, 2025 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Update Regarding Perimeter Wall Lighting (Washington Street & S 42nd Avenue)
- H. New Business
 - 1. Consider Resolution No. 2026-01 – Adopting a Fiscal Year 2026/2027 Proposed Budget.....Page 6
 - 2. Discussion Regarding Broward County Supervisor of Elections Election Agreement.....Page 14
- I. Administrative & Operational Matters
 - 1. Qualifying Period Announcement: Noon, June 8, 2026 – Noon, June 12, 2026 (Seats 1 & 5)
 - 2. Reminder 2025 Form 1 – Statement of Financial Interest Disclosure (Due by July 1, 2026)
- J. Board Members & Staff Closing Comments
- K. Adjourn

Publication Date
2026-03-10

Subcategory
Miscellaneous Notices

NOTICE OF REGULAR BOARD MEETING OF THE
HILLCREST COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Hillcrest Community Development District (the District) will hold a Regular Board Meeting (the Meeting) of its Board of Supervisors (the Board) on March 19, 2026, at 8:30 a.m. in the Community Room located at Parkview at Hillcrest Clubhouse at 4500 Hillcrest Drive, Hollywood, Florida 33021. The Meeting is being held for the necessary public purpose of considering any District business which may lawfully and properly come before the Board. At such time, the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or nnguyen@sdsinc.org (the District Managers Office) during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Anyone requiring assistance in order to participate in this Meeting should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Managers Office at least forty-eight (48) hours in advance so that arrangements may be made.

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

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

District Manager
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
www.hillcrestcdd.org
03/10/26
36914

**HILLCREST COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 20, 2025**

A. CALL TO ORDER

The Regular Board Meeting of the Hillcrest Community Development District (the “District”) was called to order at 8:31 a.m. in the Parkview at Hillcrest Clubhouse Community Room located at 4500 Hillcrest Drive, Hollywood, Florida 33021.

B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Sun-Sentinel* on November 10, 2024, as legally required.

C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Vice Chairwoman Elizabeth Resser and Supervisors Suzanne Friedel and Jhonny Graterol constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Nancy Nguyen of Special District Services, Inc. and District Counsel Ryan Dugan (via conference call) of Kutak Rock LLP.

Also in attendance was: Jessi Demi Ortega (Parkview at Hillcrest HOA Manager) of Castle Group.

D. ADDITIONS OR DELETIONS TO AGENDA

Ms. Nguyen stated that she would like to add the following item to the agenda:

- New Business, Item 3. Consider Resolution No. 2025-07 Adopting Goals and Objectives for Fiscal Year 2025/2026

The Board acknowledged Ms. Nguyen’s request.

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

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

F. APPROVAL OF MINUTES

1. July 17, 2025, Regular Board Meeting and Public Hearing

Ms. Nguyen presented the minutes of the July 17, 2025, Regular Board Meeting and Public Hearing and asked if there were any corrections and/or revisions. There being none, a **motion** was made by Ms. Resser, seconded by Ms. Friedel and unanimously passed approving the July 17, 2025, Regular Board Meeting and Public Hearing minutes, as presented.

G. OLD BUSINESS

1. Update Regarding Perimeter Wall Lighting (Washington Street & 42nd Avenue)

Ms. Nguyen reminded the Board that at the request of the Hillcrest Homeowners Association, Inc. (the “HOA”), she contacted Florida Power and Light (FPL) to have a dedicated meter for the District’s electrical services installed. She explained that FPL was requesting that engineering plans be prepared and presented to FPL for their review prior to FPL installing a dedicated meter. Ms. Nguyen explained that this request would result in a large expense for the District. As a result, she sought an alternative that the HOA would approve. Ms. Nguyen stated that she recommended that a circuit level monitor be installed on the HOA’s electrical panel. She further explained that this device would be able to track the electrical consumption being produced by the District’s landscape lighting. The circuit level monitor will need to be read monthly to determine the amount owed to the HOA by the CDD. The HOA Board of Directors approved this method of tracking and executed the Easement Agreement between the HOA and the District. Ms. Nguyen noted that the District Chairman, Andrew Maxey, executed the Easement Agreement on behalf of the District.

H. NEW BUSINESS

1. Consider Resolution No. 2025-05 – Adopting a Fiscal Year 2024/2025 Amended Budget

Ms. Nguyen presented Resolution No. 2025-05, entitled:

RESOLUTION NO. 2025-05

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

Ms. Nguyen provided an explanation for the document. She indicated that there was an operating fund balance of approximately \$164,000 at the end of the fiscal year. A discussion ensued after which:

A **motion** was made by Mr. Graterol, seconded by Ms. Friedel and unanimously passed adopting Resolution No. 2025-05, as presented, thereby setting the amended/revised budget for the 2024/2025 fiscal year.

2. Consider Resolution No. 2025-06 – Goals and Objectives Annual Report

Ms. Nguyen presented Resolution No. 2025-06, entitled:

RESOLUTION NO. 2025-06

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

Ms. Nguyen read the title into the record and explained that pursuant to legislation enacted in 2024, effective October 1, 2024, the District was required to establish goals and objectives for the District and to adopt performance measures and standards to evaluate the District’s achievement of these goals and

objectives. She further noted that at the conclusion of each fiscal year, the Board must review and determine whether such goals had been met.

Ms. Nguyen explained that the goals and objectives presented in the book were missing four (4) items that were originally adopted by the District in 2024 as part of the District's fiscal year 2024/2025 goals and objectives. Ms. Nguyen presented a copy of the goals and objectives adopted by the District in 2024 which included:

- Process all District bond related financing activities
- Bond requisitions/reporting/continuing disclosures processed (yes/no)
- Capital Replacement Plan in effect
- Capital Replacement Plan in place (yes/no)

Ms. Nguyen advised that it was in order for the Board to determine if the goals had been met. Following discussion, the Board determined that all goals had been successfully achieved for fiscal year 2024/2025.

A **motion** was made by Mr. Graterol, seconded by Ms. Friedel and unanimously passed adopting Resolution No. 2025-06, as presented, further adopting the Hillcrest Community Development District's Goals and Objectives Annual Report.

3. ADD-ON: Consider Resolution No. 2025-07 - Adopting Goals and Objectives for Fiscal Year 2025/2026

Ms. Nguyen presented Resolution No. 2025-07, entitled:

RESOLUTION 2025-07

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

Ms. Nguyen recommended that the Board adopt goals, objectives, and performance measures for fiscal year 2025/2026 and presented Exhibit A to the resolution and explained that the goals and objectives presented were similar to the fiscal year 2024/2025, but removed the following:

- Process all District bond related financing activities
- Bond requisitions/reporting/continuing disclosures processed (yes/no)
- Capital Replacement Plan in effect
- Capital Replacement Plan in place (yes/no)

A **motion** was made by Ms. Reeser, seconded by Ms. Friedel and unanimously passed approving and adopting Resolution No. 2025-07, as presented; setting the Hillcrest Community Development District's goals, objectives, and performance measures and standards for fiscal year 2025/2026.

I. ADMINISTRATIVE MATTERS

Ms. Reeser asked if there was an update on the excess debris in the lake on the NW corner of Fiscus Street and Evergreen Terrace following heavy rainstorms. Ms. Nguyen explained that she had been

contacted by Jessie Demi Ortega reporting debris in the lake following a recent storm. Ms. Nguyen further explained that Ms. Demi Ortega recommended a net specifically designed to contain debris in lakes. Ms. Nguyen stated that she discussed this method of debris collection with the contractor and it was determined that although this method would contain debris, the net and debris would be visible at the surface of the lake. The contractor advised an alternative method which requires that a fence be placed at the outflow pipe. She further explained that the debris retained by the fence would need to be cleaned periodically. Ms. Nguyen will monitor this method with the contractor and will provide an update at a future meeting.

J. BOARD MEMBER CLOSING COMMENTS

The Board requested that Ms. Nguyen email the District’s Fiscal Year 2025/2026 Meeting Schedule to the Board Members. Ms. Nguyen acknowledged the Board’s request.

There were no further Board Member closing comments.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Reeser, seconded by Mr. Graterol and passed unanimously adjourning the meeting at 8:58 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLCREST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Hillcrest Community Development District (“**District**”) prior to June 15, 2026, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: May 21, 2026

HOUR: 8:30 a.m.

LOCATION: Parkview at Hillcrest Clubhouse
4500 Hillcrest Drive
Hollywood, Florida 33021

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Broward County and the City of Hollywood, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19th DAY OF March, 2026.

ATTEST:

**HILLCREST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Hillcrest
Community Development District

**Proposed Budget For
Fiscal Year 2026/2027
October 1, 2026 - September 30, 2027**

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PROPOSED BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O&M Assessments	133,712
Debt Assessments	662,543
Interest Income	1,500
TOTAL REVENUES	\$ 797,755
EXPENDITURES	
Supervisor Fees	5,000
Payroll Taxes (Employer)	400
Engineering/Inspections	3,000
Management	41,040
Legal	12,000
Assessment Roll	5,000
Audit Fees	3,700
Arbitrage Rebate Fee	650
Insurance	8,800
Legal Advertisements	1,975
Miscellaneous	675
Postage	300
Office Supplies	500
Dues & Subscriptions	175
Trustee Fees	4,250
Continuing Disclosure Fee	500
Stormwater System Maintenance	15,000
Miscellaneous Lake Maintenance	13,000
Perimeter Wall	5,600
Stormwater 20-Year Analysis Report	3,000
Maintenance Contingency	2,625
	.
TOTAL EXPENDITURES	\$ 127,190
REVENUES LESS EXPENDITURES	\$ 670,565
Bond Payments	(622,790)
BALANCE	\$ 47,775
County Appraiser & Tax Collector Fee	(15,924)
Discounts For Early Payments	(31,851)
EXCESS/ (SHORTFALL)	\$ -
Carryover From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O&M Assessments	135,432	133,720	133,712	Expenditures/.94
Debt Assessments	662,538	662,543	662,543	Bond Payments/.94
Interest Income	11,911	1,200	1,500	Interest Projected At \$125 Per Month
TOTAL REVENUES	\$ 809,881	\$ 797,463	\$ 797,755	
EXPENDITURES				
Supervisor Fees	800	5,000	5,000	Supervisor Fees
Payroll Taxes (Employer)	61	400	400	Projected At 8% Of Supervisor Fees
Engineering/Inspections	4,375	3,000	3,000	No Change From 2025/2026 Budget
Management	38,856	39,972	41,040	CPI Adjustment
Legal	4,619	13,000	12,000	\$1,000 Decrease From 2025/2026 Budget
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,500	3,600	3,700	Accepted Amount For 2025/2026 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2025/2026 Budget
Insurance	7,511	8,700	8,800	FY 25/26 Expenditure Was \$8,262
Legal Advertisements	1,652	2,000	1,975	\$25 Decrease From 2025/2026 Budget
Miscellaneous	232	700	675	\$25 Decrease From 2025/2026 Budget
Postage	129	300	300	No Change From 2025/2026 Budget
Office Supplies	337	500	500	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	No Change From 2025/2026 Budget
Trustee Fees	3,709	3,800	4,250	FY 25/26 Expenditure Was \$4,219
Continuing Disclosure Fee	350	500	500	No Change From 2025/2026 Budget
Stormwater System Maintenance	1,600	15,000	15,000	No Change From 2025/2026 Budget
Miscellaneous Lake Maintenance	0	13,000	13,000	No Change From 2025/2026 Budget
Perimeter Wall	0	5,600	5,600	No Change From 2025/2026 Budget
Stormwater 20-Year Analysis Report	0	3,000	3,000	Fifth Of Five Years - Total Cost = \$15,000
Maintenance Contingency	0	3,000	2,625	Maintenance Contingency
TOTAL EXPENDITURES	\$ 73,556	\$ 126,897	\$ 127,190	
REVENUES LESS EXPENDITURES	\$ 736,325	\$ 670,566	\$ 670,565	
Bond Payments	(636,098)	(622,790)	(622,790)	2027 Principal & Interest Payments
BALANCE	\$ 100,227	\$ 47,776	\$ 47,775	
County Appraiser & Tax Collector Fee	(1,358)	(15,924)	(15,924)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(29,646)	(31,852)	(31,851)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 69,223	\$ -	\$ -	
Carryover From Prior Year	0	0	0	
NET EXCESS/ (SHORTFALL)	\$ 69,223	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
HILLCREST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	36,081	1,000	2,000	Projected Interest For 2026/2027
NAV Tax Collection	636,098	622,790	622,790	Maximum Debt Service Collection
Total Revenues	\$ 672,179	\$ 623,790	\$ 624,790	
EXPENDITURES				
Principal Payments	200,000	220,000	225,000	Principal Payment Due In 2027
Interest Payments	414,775	402,375	393,575	Interest Payments Due In 2027
Bond Redemption	0	1,415	6,215	Estimated Excess Debt Collections
Total Expenditures	\$ 614,775	\$ 623,790	\$ 624,790	
Excess/ (Shortfall)	\$ 57,404	\$ -	\$ -	

Series 2018 Bond Information

Original Par Amount =	\$9,805,000	November 1st
Interest Rate =	3.625% - 5.000%	May 1st & November 1st
Issue Date =	January 2018	
Maturity Date =	November 2048	
Par Amount As Of 1/1/26 =	\$8,485,000	

HILLCREST COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2026/2027 Projected Assessment*
O & M For Single Families	\$ 207.60	\$ 207.34	\$ 207.33	\$ 207.32
<u>Debt For Single Families</u>	\$ 1,146.80	\$ 1,146.80	\$ 1,146.80	\$ 1,146.80
Total For Single Family	\$ 1,354.40	\$ 1,354.14	\$ 1,354.13	\$ 1,354.12
O & M For Townhomes	\$ 207.60	\$ 207.34	\$ 207.33	\$ 207.32
<u>Debt For Townhomes</u>	\$ 938.29	\$ 938.29	\$ 938.29	\$ 938.29
Total For Townhomes	\$ 1,145.89	\$ 1,145.63	\$ 1,145.62	\$ 1,145.61

* Assessments Include the Following:
 4% Discount for Early Payments
 1% County Tax Collector Fee
 1% County Property Appraiser Fee

Community Information:
 Single Families: 275 Units
Townhomes: 370 Units
 Total: 645 Units

MEMORANDUM

To: District Manager

From: Joe Scott,
Broward County Supervisor of Elections 

Date: September 30, 2025

Subject: 2026 Special District/ Community Development District Election Agreement

This memorandum supersedes the Memorandum dated September 19, 2025, and includes corrections and clarifications regarding the applicable election fees and charges for Special District/Community Development District Elections (“District Elections”) in Broward County for the 2026 Election Cycle. Except as otherwise required by applicable law, the Broward County Supervisor of Elections conducts District Elections in conjunction with countywide or statewide elections typically in November of even numbered years. The applicable fees and charges for elections held **in conjunction with countywide or statewide elections** are as follows:

Candidates Only:

No charge

One or more ballot questions or referenda:

Base Fee: \$2.79 per registered voter

Surplus Fee: \$0.15 per registered voter for each additional ballot page beyond the first page

The district is responsible for 100% of the fees and costs for a stand-alone election, i.e., a special district election held when there are no other countywide or statewide elections. The dates for such special elections may be called by the Governor, and the costs and fees are substantially higher than the fees and charges referenced above.

An estimate of your applicable election fees and costs will be included in your election agreement with the Broward County Supervisor of Elections, which must be fully executed in advance of the applicable election. The actual election fee will be determined by the number of voters registered to vote in your district at book closing for the applicable election.

If you have any questions, please do not hesitate to contact Shameika Williams at Shameika.w@browardvotes.gov.



**ELECTION AGREEMENT FOR HILLCREST COMMUNITY DEVELOPMENT DISTRICT
A BROWARD COUNTY SPECIAL DISTRICT OR COMMUNITY DEVELOPMENT DISTRICT**

This Election Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer (“Supervisor”), and Hillcrest Community Development District, a special district as defined in Section 189.012, Florida Statutes, or a community development district as defined in Section 190.003(6), Florida Statutes (“District”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Florida Election Code.

B. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist District in selecting and training Poll Workers and conducting its election(s) in Broward County, Florida; and pursuant to Section 189.04(2)(a), as applicable, District desires to delegate to Supervisor the power, duty, and authority to conduct District’s election(s) under the terms, conditions, and provisions of this Agreement.

C. Pursuant to Section 100.011(4), District is responsible for the costs associated with conducting its elections, or its proportionate share, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes.

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

ARTICLE 1. DEFINITIONS

1.1. Applicable Law means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapters 189 or 190 of the Florida Statutes, as applicable, on the conduct of District’s elections; the Americans with Disabilities Act, 42 U.S.C. § 12101; and Section 504 of the Rehabilitation Act of 1973.

1.2. Broward County Supervisor of Elections or Supervisor means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. Election Fees means all fees, costs, charges, and expenses associated with the District Elections and Supervisor’s performance of the Election Services, including without limitation “election costs” as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. Election Services means the duties, functions, obligations, and work required by Supervisor to conduct the District Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. District Election(s) means the District’s elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. Poll Worker(s) means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor’s website at BrowardVotes.gov.

1.7. Polling Location(s) means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. Stand-Alone Election(s) means a District Election held when only District’s candidates or questions are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. District Elections. District hereby engages Supervisor to perform Election Services in connection with the District’s Elections scheduled to occur on November 3, 2026. If District desires Supervisor to perform Election Services for any additional elections (“Additional Elections”), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. District acknowledges receipt of and has no objections to the current estimate of the Election Fees associated with the applicable District Elections, attached to this Agreement as Exhibit A (“Cost Estimate”). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each District Election, Supervisor will provide District with a final invoice, which includes the actual Election Fees associated with the applicable District Election, within six (6) months after the date of the applicable District Election (“Final Invoice”).

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor’s sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, assign, and train an appropriate number of Poll Workers for the District Elections, as determined by Supervisor in Supervisor’s sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the amount of any stipends or pay rate, as applicable, for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable District Election.

2.8. Vote by Mail. If the District Elections are conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to District's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and District shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. DISTRICT'S OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, District shall pay Supervisor the Election Fees incurred and any other necessary costs as provided for in Section 3.8 for each applicable District Election. District shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. District's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to District by Supervisor.

3.2. Polling Locations.

3.2.1. District Elections During Countywide Elections. For District Elections conducted during a countywide election, the Polling Locations shall be the same polling locations and precincts designated for the applicable county, state, or federal election; which locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.2. Stand-Alone Elections. Not less than sixty (60) days prior to election day for the Stand-Alone Election, or the first day of Early Voting for the Stand-Alone Election, as applicable, District may provide in writing to Supervisor proposed Polling Locations for such District Election. For Polling Locations proposed by District, District shall provide Supervisor with copies of the rental agreements or other documentation for the utilization of the Polling Locations in the form and in the manner requested by Supervisor. Proposed Polling Locations shall be subject to final review and approval by Supervisor.

3.2.3. Use of Polling Locations. For each applicable District Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by District.

3.2.4. District's Additional Responsibilities for Polling Locations. District is responsible for: (a) providing any additional security requested by District for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) if additional security is requested, ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) if a Stand-Alone Election, entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent District owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.5. Polling Location Changes. District shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by District, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. District shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; District's Responsible Person. District shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the District Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. District acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to District in connection with the performance of Supervisor's obligations under this Agreement. Prior to each District Election, District shall identify in writing and provide to Supervisor the contact information for the District's Clerk/Secretary or other official(s) who shall act as Supervisor's point of contact for District and who shall also be the District's official responsible for ensuring the performance and oversight of District's obligations in this Agreement with regard to the District Election under the Florida Election Code, and under District's governing documents, charter, or ordinances ("District's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, District agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, District's governing documents, charter, or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of District.

3.5. Candidate Qualifications. Unless otherwise provided by Applicable Law, candidates seeking a District seat shall qualify with the Supervisor as required by Chapter 99, Florida Statutes. District acknowledges that Supervisor's role as a qualifying officer is ministerial only, and Supervisor makes no determinations on a candidate's eligibility.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties, and political committees, District shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the first day of District's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, District shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including any referendum titles, explanations, or questions. District shall be solely responsible for all translation costs. Further, District agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and District shall be responsible for and shall ensure that all District Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. District shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the District Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the District Election, and costs caused by any negligence, mistake, or intentional act or omission by District, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney’s Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to District:

Attn: _____ (name and title)

Email address: _____

With a copy to:

Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of District’s election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys’ Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys’ fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any

such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the “Effective Date”) until sixty (60) days after the election results have been certified, all vote processing equipment has been returned to Supervisor’s warehouse, and any post-election audit or reconciliation, if required under Applicable Law, has been completed for the last District Election covered by this Agreement.

7.2. Termination for Convenience. Unless a District Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of District under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

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

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor District intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for District in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and DISTRICT, signing by and through its [INSERT TITLE OF DISTRICT'S AUTHORIZED SIGNER] duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__ day of _____, 202__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

EXHIBIT A - Special District Election Cost Estimate

Description	Cost per registered voter in District (per election)
Election Fees for candidate only District Elections held in conjunction with November 2026 General Election:	\$0
<p align="center">With Ballot Question(s) Each Extra Ballot Page Side</p>	<p align="center">\$2.79 \$0.15</p>
<p>Estimate of District's Total Number of Registered Voters as of 09/18/2025: 931</p>	<p>Estimated Cost for November 2026 General Election: For candidate only: \$0</p> <p>Estimated cost with ballot question(s) plus extra ballot pages: \$2,597.49</p> <p><u>\$2,737.14</u> with 1 extra page <u>\$2,876.79</u> with 2 extra pages</p>