

## **RESOLUTION 2025-08**

### **A RESOLUTION SETTING FORTH THE POLICY OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS, AND STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“Board”) and the officers and staff of the Harmony Community Development District (“District”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

**WHEREAS**, the District desires to update its policy with regard to support and defense adopted through Resolution 2000-10 over twenty-five (25) years ago; and

**WHEREAS**, the Board wishes to formalize an updated policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, “Indemnitees”) of the District shall be provided the benefit of the indemnification, support, and legal defense provisions provided in this Resolution:

- A.** All members of the Board of Supervisors; and
- B.** Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

**SECTION 2.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnatee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnatee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnatee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnatee from the performance of his or her official

duties while serving a public purpose, including civil, administrative (including, but not limited to professional grievances, ethics claims, etc.) or criminal actions as permitted by law, unless the Indemnatee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Indemnitees from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

**SECTION 3.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnatee while performing the duties and functions of his or her position.

**SECTION 4.** This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnatee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

**SECTION 5.** In the event that the District has expended funds to provide an attorney to defend an Indemnatee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

**SECTION 6.** Subject to the condition that the Indemnatee did not act in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnatee as described in Section 111.07, *Florida Statutes*, to the extent permitted by law. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

**SECTION 7.** To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- A. The actions of the Indemnatee were outside the scope of his or her duties and authority; or
- B. The acts or omissions of the Indemnatee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or

- C. The Indemnatee received financial profit or advantage to which he or she was not legally entitled.

**SECTION 8.** To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- A. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chair, Vice Chair, District Manager or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnatee; and
- B. The Indemnatee must cooperate continuously and fully with the District in the defense of the action.

**SECTION 9.** Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- A. Consulting or other outside professional or business activities for which the Indemnatee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- B. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1.B. of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- C. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- D. Claims brought against the Indemnatee by the District's Board of Supervisors; and
- E. Any indemnification or defense prohibited by law.

**SECTION 10.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnatee may either:

- A. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- B. Retain legal counsel chosen by the Indemnatee, in which case the District shall have the right to:
  - i. Approve, in advance, any agreement for legal fees or disbursements; and
  - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
  - iii. Direct the defense and settle or compromise the action or claim; and

- iv. Reduce or offset any monies that may be payable by the District by any court costs or attorney's fees awarded to the Indemnatee.

**SECTION 11.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

**SECTION 12.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

**SECTION 13.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

**SECTION 14.** This Resolution shall not apply to actions initiated by the District against a Board Supervisor, committee member, officer, agent, staff member, or employee.

**SECTION 15.** 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.

**SECTION 16.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date. Resolution 2000-10 shall remain effective for any acts or omissions occurring prior to the date of adoption of this Resolution.

**PASSED AND ADOPTED** this 29 day of May 2025.

**ATTEST:**

**HARMONY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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Chair/Vice Chair