



Rizzetta & Company

Riverwood Estates Community Development District

**Board of
Supervisors
Meeting
February 18,
2021**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.riverwoodestatescdd.org

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Patricia Buck Jennifer Orsi Julie Vitale Michelle Berry Paula Orsi	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Hopping, Green & Sams, P.A.
District Engineer	Paul Skidmore	Florida Design Consultants, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the 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 the appeal is to be based.

February 10, 2021

**Board of Supervisors
Riverwood Estates
Community Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors' of Riverwood Estates Community Development District will be held on **Thursday February 18, 2021 at 10:00 a.m.** at the offices of Sunfield Homes Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655. The following is the final agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting
And Landowners Meeting held on November 19, 2020 Tab 1
 - B. Consideration of Operation & Maintenance Expenditures
for November, December, and January 2021..... Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Establishing Audit Committee
- 5. STAFF REPORTS**
 - A. District Counsel
 1. Presentation of Memorandum of Understanding E-Verify.. Tab 3
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Lynn Hayes
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Riverwood Estates Community Development District was held on **November 19, 2020 at 10:11 a.m.** at the offices of Sunfield Homes, Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655.

Present and constituting a quorum were:

Patricia Buck	Board Supervisors, Chairman
Jennifer Orsi	Board Supervisor, Vice Chairman
Paula Orsi	Board Supervisor, Assistant Secretary

Also present were:

Lynn Hayes	District Manager, Rizzetta Company, Inc.
Wes Haber	District Counsel, Hopping, Green and Sams

Audience
Not Present

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Hayes called the meeting to order and confirmed quorum.

SECOND ORDER OF BUSINESS **Consideration of Resolution 2021-01, Canvass & Certifying Election Results**

Mr. Hayes presented Resolution 2021-01 to the Board stating that Julie Vitale and Jennifer Orsi each received 371 votes and as such would serve four-year terms. Michelle Berry received 370 votes and as such would serve a two-year term in seat 3.

On a Motion by Ms. Buck, seconded by Ms. J. Orsi, with all in favor, the Board of Supervisors adopted Resolution 2021-01, Canvassing and Certifying the Election results as stated in the record, for Riverwood Estates Community Development District.

THIRD ORDER OF BUSINESS **Administer Oath of Office**

Mr. Hayes, a Notary Public in the State of Florida, administered the oath of office to Ms. Jennifer Orsi.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-02,
Designating Officers of the District**

Mr. Hayes presented Resolution 2021-02, Designating Officers of the District.

On a Motion by Ms. Paula Orsi, seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors appointed Ms. Patricia Buck as Chairman, for Riverwood Estates Community Development District.

On a Motion by Ms. Patricia Buck, seconded by Ms. Paula Orsi, with all in favor, the Board of Supervisors appointed Ms. Jennifer Orsi as Vice Chairman, for Riverwood Estates Community Development District.

On a Motion by Ms. Patricia Buck, seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors appointed designating Ms. Julie Vitale, Ms. Michelle Berry, Ms. Paula Orsi, Mr. Lynn Hayes, and Mr. Matt Huber as Assistant Secretaries for Riverwood Estates Community Development District.

On a Motion by Ms. Patricia Buck, seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors adopted Resolution 2021-02, Designating Officers of the District, for Riverwood Estates Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Egis Insurance
Proposal**

Mr. Hayes presented the Board with the Egis Insurance Proposal.

On a Motion by Ms. Jennifer Orsi, seconded by Ms. Paula Orsi, with all in favor, the Board of Supervisors, ratified the payment of the Egis Insurance premium (\$5,000), for Riverwood Estates Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Minutes of the Board
of Supervisors' Meeting held on
August 20, 2020**

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Ms. Patricia Buck, seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors approved the regular meeting minutes of the Board of Supervisors' Meeting held on August 20, 2020, for Riverwood Estates Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for August,
September, and October 2020**

87
88 Mr. Hayes presented the operation and maintenance expenditures for August
89 through October 2020 to the Board of Supervisors’.

90
91 On a motion by Ms. Patricia Buck, seconded by Ms. Jennifer Orsi, with all in favor, the
92 Board of Supervisors ratified the operation and maintenance payment of the invoices for
93 August, (\$856.67), September (\$6,213.67), and October 2020 (\$2,310.17), for Riverwood
94 Estates Community Development District.

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96 **NINTH ORDER OF BUSINESS**

Staff Reports

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98 **A. District Counsel**

99 No report.

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101 **B. District Engineer**

102 No report.

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104 **C. District Manager**

105 Mr. Hayes stated that the next meeting is scheduled for December 17, 2020
106 at 10:00 a.m. The Board decided to cancel the December 17th meeting.

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108 On a motion by Ms. Patricia Buck, seconded by Ms. Jennifer Orsi, with all in favor, the
109 Board of Supervisors cancelled the December 17, 2020 meeting, for Riverwood Estates
110 Community Development District.

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113 **TENTH ORDER OF BUSINESS**

Adjournment

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115 On a Motion by Ms. Patricia Buck, seconded by Ms. Jennifer Orsi, with all in favor, the
116 Board of Supervisors adjourned the meeting at 10:19 a.m. for Riverwood Estates
117 Community Development District.

118 _____
Secretary/Assistant Secretary

Chairman/ Vice Chairman

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

The landowners meeting of the Board of Supervisors of Riverwood Estates Community Development District was held on **Wednesday, November 18, 2020 at approximately 10:07 a.m.** at the offices of Sunfield Homes Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655

Present and constituting a quorum:

Patricia Buck	Proxy Holder, Riverwood Estates Holdco LLC
Lee Thompson	Candidate
Lynn Hayes	District Manager; Rizzetta & Company, Inc.
Wes Huber	District Counsel, Hopping Green & Sams

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Selection of Chairman and Secretary

Mr. Hayes was elected Chairperson directed to be for the purpose of conducting the landowner election.

THIRD ORDER OF BUSINESS

Announcement of Candidates/Call for Nominations/Tabulation of Ballots

Mr. Hayes stated that candidates received the following votes: Ms. Julie Vitale received 371 votes and will serve a four-year term. Ms. Jennifer Orsi received 371 votes and will serve a four-year term, and Ms. Michelle Berry (formerly Michelle Orsi) received 370 votes and will serve a two-year term. Mr. Hayes advised that the terms of the office are effective the date of this election.

FOURTH ORDER OF BUSINESS

Landowner Question and Comments

Mr. Hayes asked if there were any questions of comments from the Landowners. There were none.

FIFTH ORDER OF BUSINESS

Adjournment

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Mr. Hayes stated there were no other matters to come before the Landowners and adjourned the meeting at 10:10 a.m.

Assistant Secretary

Chairman / Vice Chairman

DRAFT

Tab 2

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures November 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$791.67**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Riverwood Estates Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Department of Economic Opportunity	001478	83174	Special District Fee FY 20/21	\$ 175.00
Rizzetta & Company, Inc.	001476	INV0000054189	District Management Fees 11/20	\$ 416.67
Rizzetta Technology Services	001479	INV0000006372	Website Hosting Services 10/20	\$ 100.00
Rizzetta Technology Services	001477	INV0000006477	Website Hosting Services 11/20	<u>\$ 100.00</u>
Report Total				<u>\$ 791.67</u>

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2020/2021 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 83174			Date Invoiced: 10/01/2020
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2020: \$175.00

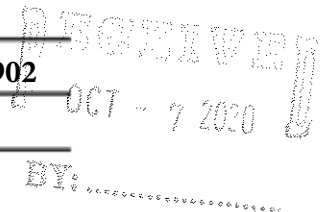
STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Riverwood Estates Community Development District
 Mr. William Rizzetta
 3434 Colwell Avenue, Suite 200
 Tampa, FL 33614

Date Rec'd Rizzetta & Co., Inc. _____
 D/M approval LMH Date 11/16/20
 Date entered 11/13/20
 Fund 001 GL 51300 OC 4902



- 2. Telephone: (813) 514-0400
- 3. Fax: (813) 514-0401
- 4. Email: brizzetta@rizzetta.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: riverwoodestatescdd.org
- 8. County(ies): Pasco
- 9. Function(s): Community Development
- 10. Boundary Map on File: 03/20/2006
- 11. Creation Document on File: 03/20/2006
- 12. Date Established: 02/24/2006
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: Pasco County
- 15. Creation Document(s): County Ordinance 06-01
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 11/07/2019

Check # _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: William A. Rizzetta Date 11/5/20

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1. ____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2. ____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3. ____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2018/2019 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ____ Denied: ____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
11/1/2020	INV0000054189

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval LMH Date 11/1/20

Date entered 10/28/20

Fund 001 GL 51300 OC 3101

Check # _____

Services for the month of	Terms	Client Number
November	Upon Receipt	00260

Description	Qty	Rate	Amount
District Management Services	1.00	\$416.67	\$416.67
Subtotal			\$416.67
Total			\$416.67

Rizzetta Technology Services

3434 Colwell Avenue

Suite 200

Tampa FL 33614

Invoice

Date	Invoice #
10/1/2020	INV0000006372

Bill To:

RIVERWOOD ESTATES CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
October		00260

Description	Qty	Rate	Amount
EEmail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval LMH Date 11/16/20
Date entered 11/13/20
Fund 001 GL 51300 OC 5103
Check # _____

Subtotal	\$100.00
Total	\$100.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
11/1/2020	INV0000006477

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval LMH Date 11/1/20

Date entered 10/28/20

Fund⁰⁰¹ _____ GL⁵¹³⁰⁰ _____ OC⁵¹⁰³ _____

Check # _____

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
November		00260

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
Subtotal			\$100.00
Total			\$100.00

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures December 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2020 through December 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$885.47**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Riverwood Estates Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	001480	INV0000054666	District Management Fees 12/20	\$ 416.67
Rizzetta Technology Services	001481	INV0000006580	Website Hosting Services 12/20	\$ 100.00
Times Publishing Company	001482	0000104512 11/04/20	Acct # 123461 Legal Advertising 11/20	<u>\$ 368.80</u>
Report Total				<u>\$ 885.47</u>

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
12/1/2020	INV0000054666

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
December	Upon Receipt	00260

Description	Qty	Rate	Amount
District Management Services	1.00	\$416.67	\$416.67
Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>LMH</u> Date <u>11/30/20</u> Date entered <u>11/24/20</u> Fund <u>001</u> GL <u>51300</u> OC <u>3101</u> Check # _____			
Subtotal			\$416.67
Total			\$416.67

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
12/1/2020	INV0000006580

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
December		00260

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>LMH</u> Date <u>11/30/20</u> Date entered <u>11/24/20</u> Fund <u>001</u> GL <u>51300</u> OC <u>5103</u> Check # _____			

Subtotal	\$100.00
Total	\$100.00

Tampa Bay Times

tampabay.com

Times Publishing Company
 DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396
 Toll Free Phone: 1 (877) 321-7355
 Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name	
10/28/20 - 11/04/20		RIVERWOOD ESTATES CDD	
Billing Date	Sales Rep	Customer Account	
11/04/2020	Deirdre Almeida	123461	
Total Amount Due		Ad Number	
\$368.80		0000104512	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/28/20	11/04/20	0000104512	Times	Legals CLS	Landowner Election	2	2x77 L	\$364.80
10/28/20	11/04/20	0000104512	Tampabay.com	Legals CLS	Landowner Election AffidavitMaterial	2	2x77 L	\$0.00 \$4.00

RECEIVED
 NOV 12 2020
 BY:

Date Rec'd Rizzetta & Co., Inc. _____
 D/M approval LMH Date 11/20/20
 Date entered 11/19/20
 Fund 001 GL 51300 OC 4801
 Check # _____

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396
 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates		Advertiser Name	
10/28/20 - 11/04/20		RIVERWOOD ESTATES CDD	
Billing Date	Sales Rep	Customer Account	
11/04/2020	Deirdre Almeida	123461	
Total Amount Due		Ad Number	
\$368.80		0000104512	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYBLE TO: TIMES PUBLISHING COMPANY

REMIT TO:

RIVERWOOD ESTATES CDD
 ATTN: RIZZETTA & COMPANY -AP
 5844 OLD PASCO ROAD SUITE 100
 WESLEY CHAPEL, FL 33544

Times Publishing Company
 DEPT 3396
 PO BOX 123396
 DALLAS, TX 75312-3396

times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida;
that the attached copy of advertisement, being a Legal Notice in the matter RE:
Landowner Election was published in Tampa Bay Times: 10/28/20, 11/ 4/20
in said newspaper in the issues of Baylink Pasco

Affiant further says the said Tampa Bay Times is a newspaper published in
Pasco County, Florida and that the said newspaper has heretofore been
continuously published in said Pasco County, Florida each day and has been
entered as a second class mail matter at the post office in said Pasco County,
Florida for a period of one year next preceding the first publication of the
attached copy of advertisement, and affiant further says that he/she neither paid
not promised any person, firm or corporation any discount, rebate, commission
or refund for the purpose of securing this advertisement for publication in the
said newspaper.

Signature Affiant

Sworn to and subscribed before me this .11/04/2020

Signature of Notary Public

Personally known or produced identification

Type of identification produced _____

3000 GARDNER DRIVE, SUITE 100
Trinity, FL 34655

In the event that the COVID-19 public health emergency prevent the meeting from occurring in-person, the District may conduct the meeting by telephone or video conferencing communications technology pursuant to governmental orders, including, but not limited to, Executive Order Nos. 20-52, 20-69, 20-139, 20-150, 20-179, and 20-193 issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(4)(b)2, Florida Statutes. Additional information regarding this meeting may be obtained by contacting the District Manager's Office at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph. (813) 944-1001.

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph: (813) 994-1001 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

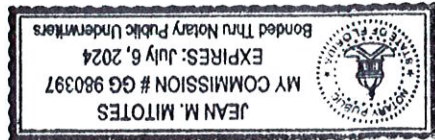
The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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 Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the 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 the appeal is to be based.

Matthew Huber
District Manager
Run Date(s): 10/28/20 & 11/4/20

0000104512



Tampa Bay Times
Published Daily

NOV 12 2020
BY:

STATE OF FLORIDA
COUNTY OF Pasco

} ss

Before the undersigned authority personally appeared Deirdre Almelda who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Landowner Election was published in Tampa Bay Times: 10/28/20, 11/ 4/20 in said newspaper in the issues of Baylink Pasco

Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this .11/04/2020

Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Riverwood Estates Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 615 acres, located 2.9 miles west northwest of Crystal Springs, east of Gall Boulevard, and west of Deer Lane in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 19, 2020
TIME: 10:00 A.M.
PLACE: Offices of Sunfield Homes, Inc.
3600 Galileo Drive, Suite 104
Trinity, FL 34655

In the event that the COVID-19 public health emergency prevent the meeting from occurring in-person, the District may conduct the meeting by telephone or video conferencing communications technology pursuant to governmental orders, including, but not limited to, Executive Order Nos. 20-52, 20-69, 20-139, 20-150, 20-179, and 20-193 issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(4)(b)2., Florida Statutes. Additional information regarding this meeting may be obtained by contacting the District Manager's Office at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph. (813) 944-1001.

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Ph: (813) 994-1001 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

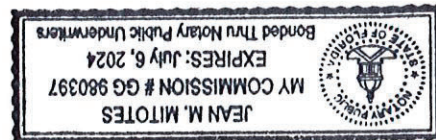
The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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 Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the 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 the appeal is to be based.

Matthew Huber
District Manager
Run Date(s): 10/28/20 & 11/4/20

0000104512



RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures January 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$1,851.67**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Riverwood Estates Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	001485	119563	General Legal Services 11/20	\$ 335.00
Rizzetta & Company, Inc.	001483	INV0000055444	District Management Fees 01/21	\$ 416.67
Rizzetta & Company, Inc.	001486	INV0000055583	Annual Dissemination Services FY 20/21	\$ 1,000.00
Rizzetta Technology Services	001484	INV0000006680	Website Hosting Services 01/21	<u>\$ 100.00</u>
Report Total				<u>\$ 1,851.67</u>

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

December 30, 2020

Riverwood Estates Community Development District
c/o District Manager
12750 Citrus Park Lane Suite # 115
Tampa, FL 33625

Bill Number 119563
Billed through 11/30/2020

General Counsel
RWECDD 00001 WSH

FOR PROFESSIONAL SERVICES RENDERED

11/06/20	WSH	Prepare resolution canvassing election results.	0.20 hrs
11/06/20	KFJ	Prepare registered agent resolution; confer with Haber.	0.30 hrs
11/10/20	WSH	Prepare resolution designating officers.	0.20 hrs
11/10/20	KFJ	Prepare resolution appointing officers; confer with Haber.	0.30 hrs
11/19/20	WSH	Prepare for and participate in board meeting.	0.40 hrs
11/20/20	WSH	Review minutes.	0.20 hrs
Total fees for this matter			\$335.00

MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	0.60 hrs	125 /hr	\$75.00
Haber, Wesley S.	1.00 hrs	260 /hr	\$260.00
TOTAL FEES			\$335.00
TOTAL CHARGES FOR THIS MATTER			\$335.00

BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	0.60 hrs	125 /hr	\$75.00
Haber, Wesley S.	1.00 hrs	260 /hr	\$260.00
TOTAL FEES			\$335.00

TOTAL CHARGES FOR THIS BILL Approval *LMH* Date 1/19/21 **\$335.00**

Please include the bill number with your payment.

Date entered 1/14/21
Fund 001 GL 51400 OC 3107
Check # _____

Date Rec'd Rizzetta & Co., Inc. 1/13/21

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
1/1/2021	INV0000055444

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
January	Upon Receipt	00260

Description	Qty	Rate	Amount
District Management Services	1.00	\$416.67	\$416.67
		Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>LMH</u> Date <u>12/30/20</u> Date entered <u>12/23/20</u> Fund <u>001</u> GL <u>51300</u> OC <u>3101</u> Check # _____	
Subtotal			\$416.67
Total			\$416.67

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
1/12/2021	INV0000055583

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
January	Upon Receipt	00260

Description	Qty	Rate	Amount
Annual Dissemination Services	1.00	\$1,000.00	\$1,000.00
		Date Rec'd Rizzetta & Co., Inc. <u>1/12/21</u> D/M approval <u>LMH</u> Date <u>1/19/21</u> Date entered <u>1/14/21</u> Fund <u>001</u> GL <u>51300</u> OC <u>3104</u> Check # _____	
Subtotal			\$1,000.00
Total			\$1,000.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
1/1/2021	INV0000006680

Bill To:

RIVERWOOD ESTATES CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

Services for the month of	Terms	Client Number
January		00260

Description	Qty	Rate	Amount
EEmail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Compliance and Management	1	\$100.00	\$100.00
Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>LMH</u> Date <u>12/30/20</u> Date entered <u>12/23/20</u> Fund <u>001</u> <u>GL</u> <u>51300</u> <u>OC</u> <u>5103</u> Check # _____			
Subtotal			\$100.00
Total			\$100.00

Tab 3



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	