



Rizzetta & Company

# **Summit View Community Development District**

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## **Board of Supervisors' Meeting March 19, 2021**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
813.994.1001**

**[www.watersedgecdd.org](http://www.watersedgecdd.org)**

# **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AGENDA**

At the office of Rizzetta & Company, Inc., located at:  
5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Doug Weiland Natalie Feldman Robert Tankel Pete Williams John Blakely	Supervisor Supervisor Supervisor Supervisor Supervisor
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jennifer Kilinski	Hopping Green & Sams
<b>District Engineer</b>	Paul Skidmore	Florida Design Consultants

**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) 933-5571. 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.

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL • FL 33544**

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March 11, 2021

**Board of Supervisors  
Summit View Community  
Development District**

Dear Board Members:

The Landowner Meeting and Organizational Meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, March 19, 2021 at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for the meeting:

**LANDOWNER MEETING:**

- 1. CALL TO ORDER**
- 2. ELECTION OF CHAIRPERSON FOR PURPOSE OF CONDUCTING LANDOWNER ELECTION**
- 3. DETERMINATION OF NUMBER OF VOTING UNITS REPRESENTED**
- 4. NOMINATIONS FOR POSITIONS OF SUPERVISOR**
- 5. CASTING OF BALLOTS**
- 6. TABULATION OF BALLOTS**
- 7. LANDOWNER QUESTIONS AND COMMENTS**
- 8. ADJOURNMENT**

**BOARD OF SUPERVISORS ORGANIZATIONAL MEETING:**

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Oath of Office for Supervisors
  - B. Review of Chapter 190, Florida Statutes (under separate cover)
  - C. Review of Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees (under separate cover)
  - D. Consideration of Administrative Resolutions.....Tab 1
    1. 2021-01, Certifying and Canvassing Results of Landowner Election
    2. 2021-02, Appointing a Chairman
    3. 2021-03, Appointing a Vice Chairman
    4. 2021-04, Appointing a District Manager
      - a. Rizzetta & Company, Inc. Contract

5. 2021-05, Appointing a Secretary
6. 2021-06, Appointing a Treasurer and Assistant Treasurer
7. 2021-07, Appointing Assistant Secretaries
8. 2021-08, Appointing District Counsel
  - a. District Counsel Agreement
9. 2021-09, Designating Registered Agent and Registered Office
10. 2021-10, Designating Primary Administrative Office and Local Records Office
11. 2021-11, Establishing a Policy for Public Comments
12. 2021-12, Adopting Investment Guidelines
13. 2021-13, Adopting Prompt Payment Policy
14. 2021-14, Adopting an Internal Controls Policy
15. Consideration of Board Compensation
- E. Consideration of Agreement for Interim Engineering Services And Work Authorization No. 1
- F. Authorize RFQ for District Engineering Services
- G. Discussion Regarding District Website
  1. Consideration of Website Services Proposals/Agreement
- H. Consideration of Organizational Resolutions .....Tab 2
  1. 2021-15, Travel Reimbursement Policy
  2. 2021-16, Setting Forth District Policy for Legal Defense of Board Members and Officers
    - a. Public Officials Liability and General Liability Insurance
  3. 2021-17, Adopting Records Retention Schedule
  4. 2021-18, Authorizing Chair and Vice Chair to Execute Plats, Permits, and Deeds
  5. 2021-19, Authorizing Execution of Public Depositor Report
- I. Consideration of Resolutions to Set Meetings and Hearings ..Tab 3
  1. 2021-20, Designating Dates, Time and Location for Regular Meetings of the District
  2. 2021-21, Proposed Budgets for Fiscal Year 2020/ 2021 and 2021/2022 for Submission to County and Setting Date, Time and Location for Public Hearings
  3. 2021-22, Setting Date, Time and Location and Authorize Publication of Public Hearing on Rules of Procedure
    - a. Discussion Regarding Draft Rules and Notices
  4. 2021-23, Ratifying Actions of Staff Regarding Notice of Landowner's Meeting

- J. Appointment of an Audit Committee and Scheduling the First Meeting of the Committee
- K. Consideration of Resolutions Related to Banking .....Tab 4
  - 1. 2021-24, Selecting District Depository
  - 2. 2021-25, Authorizing Bank Account Signatories
  - 3. 2021-26, Approving Disbursement of Funds
- L. Consideration of Funding and Expenses Issues .....Tab 5
  - 1. Consideration of FY 2020/2021 Funding Agreement
  - 2. Consideration of Construction Funding Agreement
- M. Consideration of Construction Matters .....Tab 6
  - 1. Consideration of Temporary Construction & Access Agreement
  - 2. 2021-27, Accepting Certification Regarding Fill Dirt
- N. Consideration of Bond Financing & Project Related Items.....Tab 7
  - 1. Consideration of Bond Financing Team Funding Agreement
  - 2. 2021-28, Appointing Underwriter/Investment Banker
    - a. Underwriter/Investment Banker Agreement
  - 3. 2021-29, Appointing Bond Counsel
    - a. Bond Counsel Agreement
  - 4. Consider of Agreement Appointing Trustee
  - 5. Consideration of Acquisition Agreement
  - 6. Presentation of Master Engineer's Report
  - 7. Presentation of Master Special Assessment Methodology Report
  - 8. 2021-30, Declaring Special Assessments and Setting Hearing on Special Assessments
- O. Consideration of Acquisition of Work Product and Stormwater Improvements
- P. Consideration of Contract Assignments .....Tab 8
  - 1. Davris, Inc., Contract Assignment Package for Surveying Services
  - 2. Faulkner Engineering Services, Inc., Contract Assignment Package for Geotechnical Services
  - 3. Deeb Inc., Contract Assignment Package for General Contractor Services
  - 4. JES, Contract Assignment Package for Construction Management Services
- 4. STAFF REPORTS**
  - A. District Counsel
    - 1. Presentation of E-Verify Memo of Understanding.....Tab 9
  - B. Interim Engineer
  - C. District Manager
- 5. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**

**6. 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) 933-5571.

Sincerely,  
*Matthew Huber*  
Matthew Huber  
Regional District Manager

## Tab 1

**RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held on March 19, 2021, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following individuals are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named individuals are declared to have been elected for the following term of office:

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term
_____	2 Year Term
_____	2 Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 19th DAY OF MARCH, 2021.**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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Secretary/Assistant Secretary

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Chair/Vice Chair

Exhibit A: Minutes of Landowner Election Meeting

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE  
OFFICERS AND COMMUNITY LIAISONS OF THE DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Summit View Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to designate a Chairperson.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chairperson.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE  
OFFICERS AND COMMUNITY LIAISONS OF THE DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Summit View Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to designate a Vice Chairperson.

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

**SECTION 1.** \_\_\_\_\_ is appointed Vice Chairperson.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## **RESOLUTION 2021-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A REGISTERED FINANCIAL ADVISOR IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS**, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee to invest District funds consistent with any and all Indentures and to maximize return; and

**WHEREAS**, the Board has determined that the appointment of a Methodology Consultant and Investment Representative is necessary, appropriate and in the District’s best interests; and

**WHEREAS**, the Board desires to appoint a District Manager, Methodology Consultant, and Investment Representative, and to provide compensation for their services.

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

**SECTION 1.** Rizzetta & Company, Inc., is appointed as District Manager, Methodology Consultant, and Designated Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

**SECTION 2.** This authorization shall be continuing in nature until revoked by the District.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

**Exhibit A:** District Manager Fee Agreement

## CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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**DATE:** March 15, 2020

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

**AND:** **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**  
12750 Citrus Park Lane  
Suite 115  
Tampa, Florida 33625

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

**A. STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting



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minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;

- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;



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- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.

- III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm, and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. FEES AND EXPENSES; PAYMENT TERMS.**
- A. FEES AND EXPENSES.**
- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract



in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

## B. PAYMENT TERMS.



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- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

**VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

**VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

**X. RESPONSIBILITIES.**

**A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.007, Consultant shall



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not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**XI. TERMINATION.** This Contract may be terminated as follows:

- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant electronically at the address noted herein.
- B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District electronically at the address noted herein.
- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**XII. GENERAL TERMS AND CONDITIONS.**

- A.** All invoices are due and payable within thirty (30) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees



- and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in St. John's County, Florida.
  - D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
  - E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
  - F. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
  - G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

### **XIII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits,



demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

#### **XIV. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).



- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
  - D. The District will list the Consultant as additional insured on each insurance policy the District maintains where legally applicable. The District will furnish the Consultant with a Certificate of Insurance evidencing compliance.
  - E. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XV. ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to



the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

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

**If to the District:** Summit View Community Development District  
12750 Citrus Park Lane  
Suite 115  
Tampa, Florida 33625  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32314  
Attn: Jennifer Kilinski

**If to the Consultant:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as



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business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or



Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.



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Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY:

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE:

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

BY:

PRINTED NAME:

TITLE: Chairman/Vice Chairman

DATE:

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit A** – Scope of Services

**Exhibit B** – Schedule of Fees

**Exhibit C** – Municipal Advisor Disclaimer

**Exhibit D** – Public Records Request Policy



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## EXHIBIT A

### Scope of Services

**STANDARD ON-GOING SERVICES:** These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

### MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  - 4. Provide Form 1 Financial Disclosure documents for Board Members
  - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.
  - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.



13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
  15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide for the appropriate ad templates and language for each of the above.
  24. Provide for instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.



- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents and provide for the archiving of District documents.
  - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

- A. Financial Statements
  - 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
    - a) Chart of Accounts
    - b) Vendor and Customer Master File
    - c) Report creation and set-up.
  - 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
    - a) Cash Investment Account Reconciliations per fund
    - b) Balance Sheet Reconciliations per fund
    - c) Expense Variance Analysis
  - 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
  - 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
  - 5. Manage banking relations with the District's Depository and Trustee.



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6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.
  - c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.

**B. Budgeting**

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

**C. Accounts Payable/Receivable**

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
  - a) Manage Vendor Information per W-9 reports



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2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
  - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
  - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals
  - d) Verify allowable expenses per Bond Indenture Agreements such as:
    - (1) Contract Assignment
    - (2) Acquisition Agreement
    - (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management



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1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

### **FINANCIAL AND REVENUE COLLECTION:**

#### **A. Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

#### **B. Administer Assessment Roll Process:**

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

#### **C. Administer Assessments for Off Tax Roll parcels/lots:**

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.



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3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**ADDITIONAL SERVICES:**

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
  - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
  - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
  - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
  - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
  - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
  - a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
  - b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;



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- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- D. Electronic communications/e-blasts;
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

#### **LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

#### **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long-term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.



**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule (1 meeting per month plus 1 budget workshop as needed):

<b><i>(PRIOR TO BOND ISSUANCE)</i></b>	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$ 1,600	\$19,200
Administrative:	\$ 350	\$ 4,200
Accounting:	\$ 1,250	\$15,000
Financial & Revenue Collections:	\$ 0	\$ 0
<b>Total Standard On-Going Services:</b>	<b>\$ 3,200</b>	<b>\$38,400</b>
<b><i>(AFTER BOND ISSUANCE)</i></b>	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$ 1,750	\$21,000
Administrative:	\$ 350	\$ 4,200
Accounting:	\$ 1,600	\$19,200
Financial & Revenue Collections:	\$ 300	\$ 3,600
Assessment Roll (1):		\$ 5,000
<b>Total Standard On-Going Services:</b>	<b>\$ 4,000</b>	<b>\$53,000</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



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**ADDITIONAL SERVICES:**

Extended and Continued Meetings	Hourly	\$ 175
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**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

<b>LITIGATION SUPPORT SERVICES:</b>	Hourly	Upon Request
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**ADDITIONAL THIRD-PARTY SERVICES:**

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Home owner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



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**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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**EXHIBIT D**  
**Public Records Request Policy and Fees**

**Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

**Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

**Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.



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5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
TRACKING RECEIPT FOR PUBLIC RECORDS REQUESTS  
(to be completed by District Staff/Employees only)**

**Name of employee receiving public records request:**

---

**Department where request received:**

---

**Date public records request received:**

---

**Form of public records request (check one):**

- ☐ Letter
- ☐ E-Mail
- ☐ Telephone
- ☐ In Person
- ☐ Other \_\_\_\_\_

**Name and contact information of requester (only if given – do not ask):**

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**Public Records Requested (use additional paper if needed):**

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**Date of District Response:\_\_\_\_\_**

**Fees Charged, if any:\_\_\_\_\_**



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**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE  
OFFICERS AND COMMUNITY LIAISONS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to designate a Secretary.

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

**SECTION 1.** \_\_\_\_\_ is appointed Secretary.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A**

District Manager Agreement

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
DESIGNATING A TREASURER AND ASSISTANT TREASURER  
OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, the Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint a Treasurer; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint an Assistant Treasurer.

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

**SECTION 1.** \_\_\_\_\_ is appointed Treasurer.

**SECTION 2.** \_\_\_\_\_ is appointed Assistant Treasurer.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**RESOLUTION 2021-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE  
ASSISTANT SECRETARIES OF THE DISTRICT, AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint Assistant Secretaries.

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

**SECTION 1.** \_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**RESOLUTION 2021-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT APPOINTING DISTRICT COUNSEL FOR THE DISTRICT, AUTHORIZING COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint District Counsel and to provide compensation for such services.

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

1. Hopping Green & Sams, P.A. is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS** 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

**Exhibit A:** Attorney Retainer Agreement

**Exhibit A**

Attorney Retainer Agreement

**HOPPING GREEN & SAMS PA  
FEE AGREEMENT  
(SUMMIT VIEW CDD)**

**I. PARTIES**

THIS AGREEMENT is made and entered into by and between the following parties:

- A. Summit View Community Development District ("**Client**")  
c/o Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

and

- B. Hopping Green & Sams PA ("**HGS**")  
119 South Monroe Street, Suite 300  
P.O. Box 6526  
Tallahassee, Florida 32314

**II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorney and legal representative for general counsel services.
- B. HGS accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

**III. CLIENT FILES**

The files and work product materials ("**Client File**") of the Client generated or received by HGS will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by HGS for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that HGS may confidentially destroy or shred the Client File, unless HGS is provided a written request from the Client requesting return of the Client File, to which HGS will return the Client File at Client's expense.

**IV. FEES**

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the standard hourly billing rates for individual HGS lawyers plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference).
- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge

and experience. The proposed hourly rates are: \$325 per hour for shareholders, \$285 per hour for associates, and \$175 per hour for paralegals. HGS's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time, but will not be increased by more than 5% per year.

- C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

## **V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS**

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that HGS represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of HGS attorneys as lobbyists and the reporting of fees associated with such representation.

## **VI. BILLING AND PAYMENT**

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

## **VII. DEFAULT**

In any legal proceeding to collect outstanding balances due under this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VIII. CONFLICTS**

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank National Association ("U.S. Bank"), Regions Bank, and Wells Fargo National Association), bondholders, and other entities throughout Florida relating to community development districts and other special districts. HGS understands that Client may enter into an agreement with U.S. Bank or other trustee in connection with the issuance of bonds, and that Client may request that HGS simultaneously represent Client in connection with the issuance of bonds, while HGS is also representing U.S. Bank or other trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) HGS will be able to provide competent and diligent representation of Client, regardless of HGS' other representations, and (3) there is not a substantial risk that HGS' representation of Client would be materially limited by HGS' responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS' representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida.

## IX. TERMINATION

Either party may terminate this Fee Agreement at any time upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## X. EXECUTION OF AGREEMENT

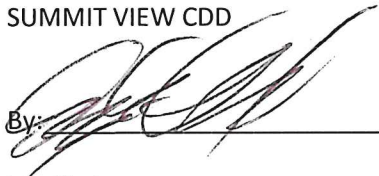
This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

## XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

SUMMIT VIEW CDD

By: 

Its: Chairperson

Date: 2/15/21

HOPPING GREEN & SAMS PA

By: 

Its: Vice President

Date: 2.15.2021

HOPPING GREEN & SAMS P.A.  
EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Interest. For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**RESOLUTION 2021-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Jennifer Kilinski is hereby designated as the Registered Agent for the Summit View Community Development District.

**SECTION 2.** The District’s Registered Office shall be located at 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Clay County and the Florida Department of Economic Opportunity.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## **RESOLUTION 2021-10**

### **A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**SECTION 1.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

**SECTION 2.** The District’s principal headquarters for purposes of establishing proper venue shall be located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 within Pasco County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## RESOLUTION 2021-11

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Summit View Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Dade City, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy (the "**Public Comment Policy**") for immediate use and application.

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

**SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS.** The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one (1) period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.

- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

**SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD.** Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment. Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such sections to District workshops.

**SECTION 3. PUBLIC DECORUM.** The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer

shall have the discretion to remove any speaker who disregards these policies from the meeting.

- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
- i. The Presiding Officer may declare a recess.
  - ii. The Presiding Officer may contact the local law enforcement authority.
  - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

**SECTION 4. EXCEPTIONS.** The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

## **RESOLUTION 2021-12**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES.**

**WHEREAS**, the Board of Supervisors (“**Board**”) of the Summit View Community Development District (“**District**”) is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

**WHEREAS**, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

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

1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:
  - a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
  - b. Securities and Exchange Commission registered money market funds with the highest quality rating from nationally recognized rating agency.
  - c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
  - d. Direct obligations of the U.S. Treasury.
2. Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.
3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: Board of Supervisors  
Summit View Community Development District

From: Jennifer Kilinski

Date: March 19, 2021

Re: Prompt Payment Policies and Procedures

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The purpose of this memorandum is to outline the Summit View Community Development District's ("**District**") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("**Act**"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("**Prompt Payment Policies and Procedures**") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fails to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

## **RESOLUTION 2021-13**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Dade City, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS** 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

## **Prompt Payment Policies and Procedures** **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

**March 19, 2021**

**Summit View Community Development District**  
**Prompt Payment Policies and Procedures**

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## **I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Summit View Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

## **II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

## **III. Definitions**

### **A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735(1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

### **B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

### **C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

### **D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the

document the date received, “Date Stamped” shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone: (813) 994-1001, email: mhuber@rizzetta.com)

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved

- in writing by the Board of the District Manager
6. Project name (if applicable)
  7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
    - a. A complete item description
    - b. Quantity purchased
    - c. Unit price(s)
    - d. Total price (for each item)
    - e. Total amount of invoice (all items)
    - f. The location and date(s) of delivery of the goods to the District
  8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
    - a. Itemized description of services performed
    - b. The location and date of delivery of the services to the District
    - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
    - d. Itemization of other direct, reimbursable costs (including description and amount)
    - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
      - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
      - ii. Paid receipt
      - iii. Waiver/lien release from subcontractor (if applicable)
  9. Any applicable discounts
  10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

**1. Mailing and Drop Off Address**

Summit View Community Development District

5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
Attn: District Manager

2. **Email Address**  
[mhuber@rizzetta.com](mailto:mhuber@rizzetta.com)

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

#### **1. Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

#### **2. Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

#### **3. Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;

2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Contractor**

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In

addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

## **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

### **B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

### **C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

**RESOLUTION 2021-14**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT  
WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**EXHIBIT “A”**  
**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**  
**INTERNAL CONTROLS POLICY**

**1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Summit View Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

**2. Definitions.**

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or

disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### **3.1. Ethical and Honest Behavior.**

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.
  - 4.1.2. Evaluating the likelihood and extent of harm.
  - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

## 5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

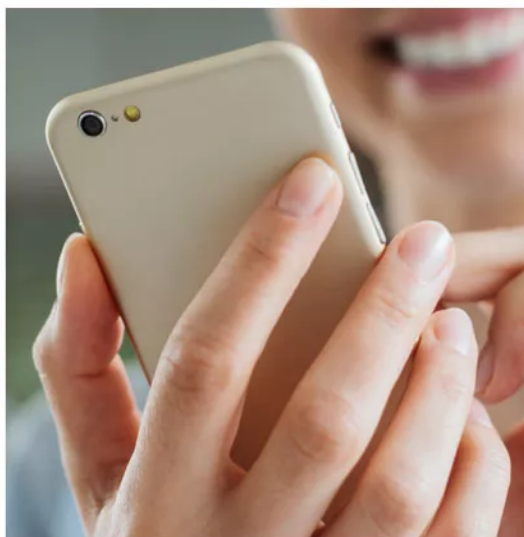
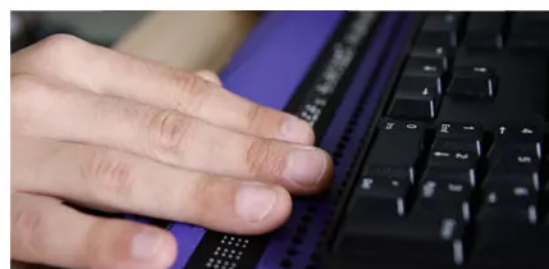
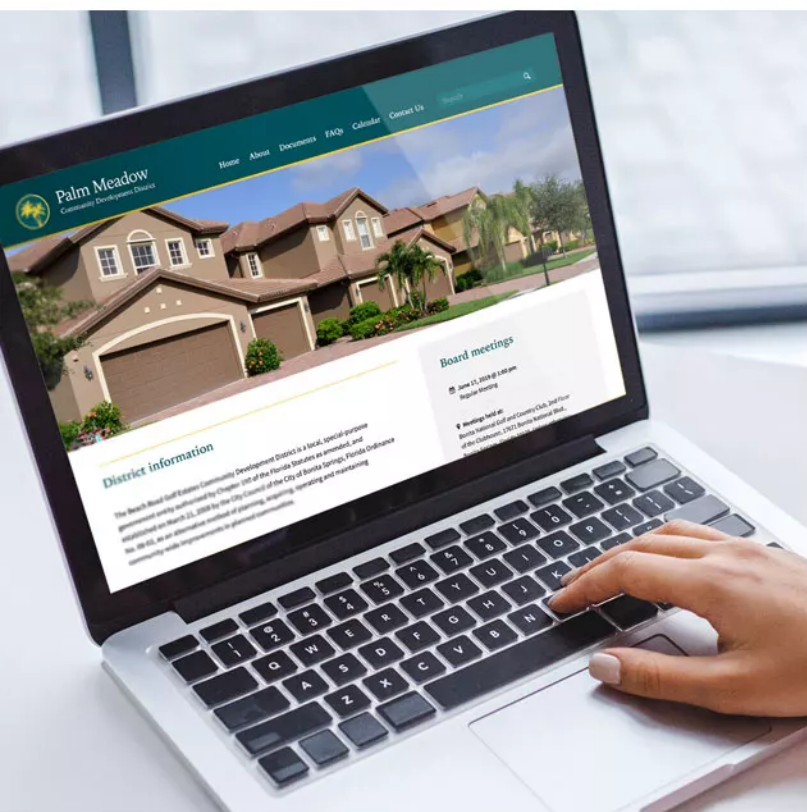
7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*

**Effective date:** March 19, 2021



# Keeping your community informed. And you compliant.

## Summit View Community Development District

Proposal date: Mar 10, 2021


Proposal ID: QWORO-TZSAF-ZNCTS-KTUXP

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Terms and conditions.....	9-12



**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*

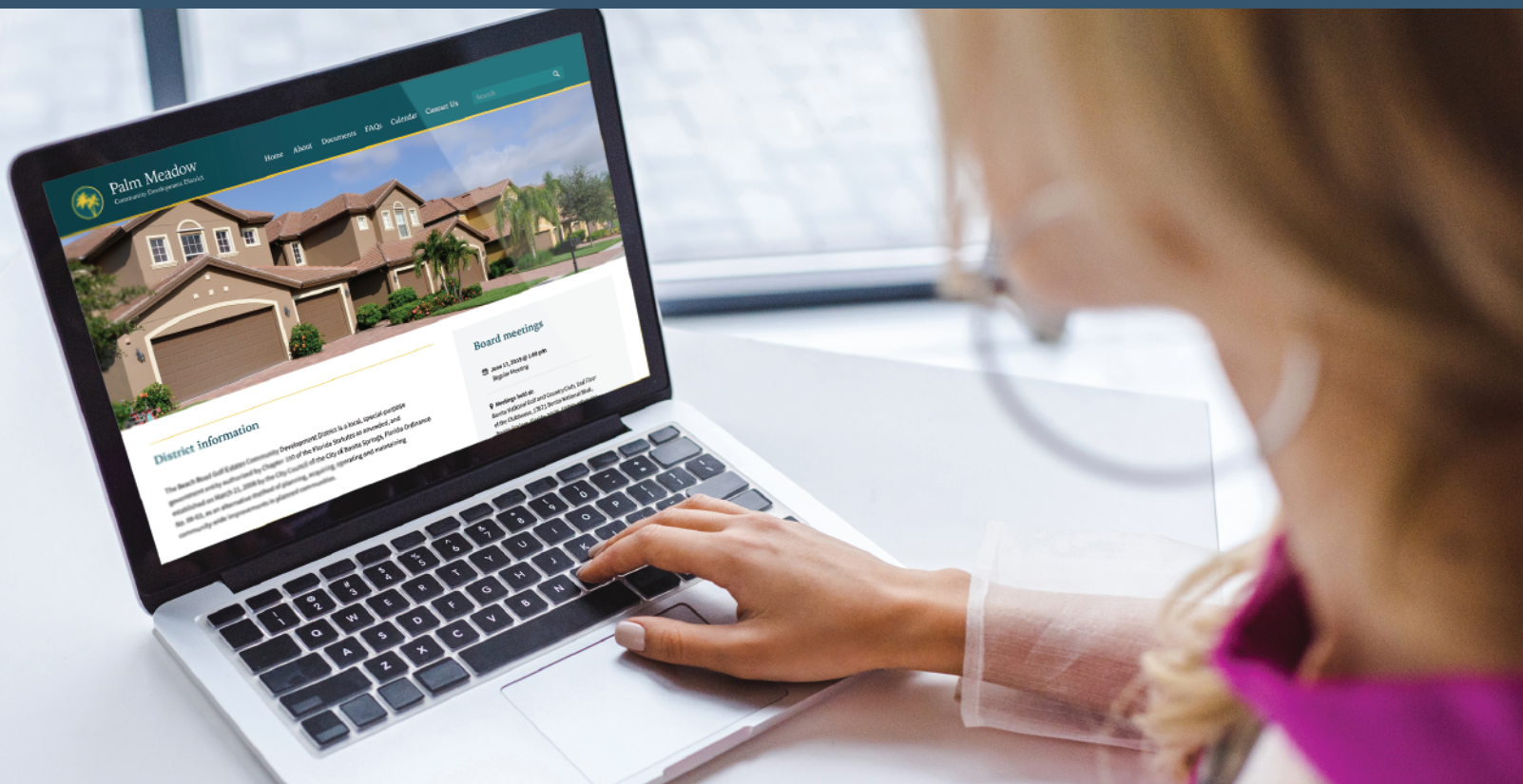
**campus**  
suite

# Pricing

Effective date: Apr 01, 2021

Implementation	Quantity	Subtotal
<b>Onboarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$1,162.50
<b>Ongoing services</b>	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$937.50
<b>Social Media Manager</b>		Included
	<b>Total:</b>	<b>\$2,700.00</b>

*\*Maximum PDF pages per 12 month period*



## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**

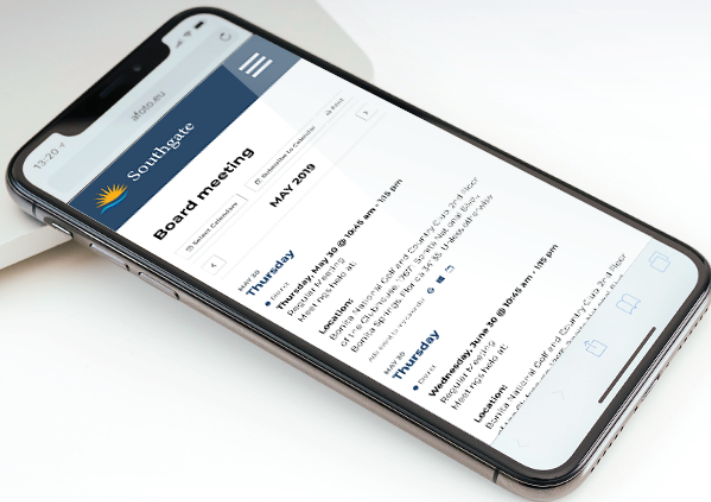


**Save CDD board time and money**

# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite



## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy  
Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)

# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;\*
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
  4. Contractor will store all District data, including files, text and parameters; data will be backed-up

on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. **Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
4. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

# Website Creation and Management Agreement

## AGREEMENT BETWEEN THE Summit View COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of Apr 01, 2021 by and between:

**Summit View Community Development District**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3434 Colwell Avenue, Tampa, FL 33614 (the "**District**"), and

**Innersync Studio, Ltd., d/b/a Campus Suite**, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

### RECITALS

**Whereas**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

**Whereas**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

**Whereas**, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

**Whereas**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

**Whereas**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**Now, therefore,** in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**Section 2. Scope of Work.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

**A. Initial Website Remediation.** Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i.** provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii.** convert up to 1500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii.** provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv.** provide options to create a District-branded design (colors, logo, etc.);
- v.** provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi.** cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii.** eliminate and prevent any commercial advertising on the Website;
- viii.** eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

**B. Maintenance.** Starting April 1, 2021, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

**vii.** perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

**viii.** in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

**ix.** continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

**x.** provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards

**C. Additional Services.** In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

**i.** providing a point of contact to respond to requests for Website accommodation;

**ii.** converting documents for a public records requests received by the District;

**iii.** providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**Section 3. Compensation.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. Initial Website Remediation.** For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$1,162.50 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

**B. Maintenance.** For performance of the Services as provided in Section 2(B) of this Agreement, starting

April 1, 2021 the District shall pay Contractor (\$1,537.50) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

**C. Additional Conversions.** For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed ninety-eight cents (\$.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

**D. Invoices; Payment.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

#### **Section 4. Term and Termination.**

**A. Term.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. Termination.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

**Section 5. Representations, Warranties and Covenants.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

## **Section 6. Intellectual Property.**

**A. Contractor Materials.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. The District Materials; Publicity and Trademarks.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's

Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. Right to Display Contractor's Compliance Shield / Accessibility Policy.** Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**Section 7. Public Records.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is \_\_\_\_\_ ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are

transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (\_\_\_\_) \_\_\_\_-\_\_\_\_, \_\_\_\_\_@\_\_\_\_\_.COM, OR AT \_\_\_\_\_, FLORIDA \_\_\_\_\_.**

#### **Section 8. Indemnity.**

**A.** Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**Section 9. Scrutinized Companies Statement.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

#### **Section 10. General Provisions.**

**A. Conflicts.** The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide

clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

**B. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**C. Independent Contractor.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. Dispute Resolution.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of \_\_\_\_\_, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation

between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**G. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**H. Default and Protection against Third-Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**I. Notices.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:**

Innersync Studio, Ltd.,  
d/b/a Campus Suite  
752 Dunwoodie Drive  
Cincinnati, Ohio 45230  
Attn: Steven Williams

**If to District:**

Summit View Community Development District

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Attn: District Manager

**With a copy to:**

Hopping Green & Sams PA  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

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

**J. Entire Agreement.** This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

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

**L. Assignment.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. Amendments.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. Force Majeure.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. Survival.** In addition to such other provisions hereof which, by their terms, survive any termination or

expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. Waiver.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

**R. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. Descriptive Headings.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**In witness whereof**, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

**ATTEST:Summit View COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary Chairperson, Board of Supervisors .      \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

**WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE**, an Ohio limited liability company

\_\_\_\_\_  
Print Name: By: Steven Williams, (Title) .      \_\_\_\_\_  
Date

## Exhibit A: Proposal for Services

Implementation	Quantity	Subtotal
<b>Onboarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$1,162.50
Ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Remediation of up to 750 PDF pages</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	750*	\$937.50
<b>Social Media Manager</b>		Included

## **INTERIM ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this 19th day of March, 2021, by and between:

**Summit View Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Dade City, Florida (“**District**”); and

**Florida Land Design & Permitting, Inc.**, a Florida corporation providing professional engineering services with a mailing address of 3030 Starkey Boulevard, New Port Richey, Florida 34655 (“**Engineer**” and, together with the District, “**Parties**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), as amended; and

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

**WHEREAS**, the District intends to employ the Engineer on an interim basis to perform engineering, surveying, planning, landscape architecture, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization(s); and

**WHEREAS**, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of such services.

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

#### **Article 1.      Scope of Services**

A.      The Engineer will provide general engineering services, including:

1.      Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
2.      Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
3.      Any other items requested by the Board of Supervisors.

**Article 2.      Method of Authorization.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization, which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole option of the District.

**Article 3. Compensation.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount - The Parties shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**.

**Article 4. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

**Article 5. Term of Agreement.** It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the Parties until such time as the District notifies the Engineer that it has entered into a subsequent agreement for engineering services.

**Article 6. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

**Article 7. Books and Records.** The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

**Article 8. Ownership of Documents.**

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions

thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**Article 9. Accounting Records.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**Article 10. Reuse of Documents.** All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

**Article 11. Estimate of Cost.** Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Article 12. Insurance.** Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**Article 13. Contingent Fee.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 14. Compliance with Governmental Regulations.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**Article 15. Compliance with Professional Standards.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

**Article 16. Audit.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

**Article 17. Indemnification.** The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

**Article 18. Public Records.** The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is **Matt Huber**

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, [MHUBER@RIZZETTA.COM](mailto:MHUBER@RIZZETTA.COM), OR 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544.**

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

**A. If to the District:** Summit View Community Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
Attn: District Manager

**With a copy to:** Hopping, Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Engineer:**

Florida Land Design & Permitting, Inc.  
3030 Starkey Boulevard  
New Port Richey, Florida 34655  
Attn: \_\_\_\_\_

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

**Article 20. Employment Verification.** The Engineer agrees that it shall bear the responsibility for verifying the employment status under the Immigration Reform and Control Act of 1986 and Section 448.095, *Florida Statutes*, of all persons it employs in the performance of this Agreement.

**Article 21. Controlling Law.** The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Pasco County, Florida.

**Article 22. Assignment.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 6 herein.

**Article 23. Termination.** The District and the Engineer may terminate this Agreement without cause upon notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**Article 24. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**Article 25. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

**IN WITNESS WHEREOF**, the Parties hereto have caused these present to be executed the day and year first above written.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**FLORIDA LAND DESIGN &  
PERMITTING, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**  
**RATE SCHEDULE**



**2021 HOURLY RATES**

<b>CLASSIFICATION</b>	<b>BILLABLE RATE</b>
<i>Principal</i>	\$185.00
<i>Sr. Survey Manager</i>	\$170.00
<i>Sr. Project Manager</i>	\$170.00
<i>Sr. Ecologist</i>	\$170.00
<i>Project Manager</i>	\$150.00
<i>Project Engineer</i>	\$120.00
<i>Sr. Field Representative</i>	\$105.00
<i>Sr. Designer</i>	\$130.00
<i>Designer</i>	\$100.00
<i>1-Man Survey Crew</i>	\$110.00
<i>2-Man Survey Crew</i>	\$140.00
<i>3-Man Survey Crew</i>	\$170.00
<i>Project Surveyor</i>	\$110.00
<i>Survey Technician</i>	\$95.00
<i>GIS Technician</i>	\$90.00
<i>AutoCAD Technician</i>	\$90.00
<i>Clerical</i>	\$40.00

Rates in Effect through 12/31/2021

\_\_\_\_\_, 2021

Summit View Community Development District  
Pasco County, Florida

Subject:           **Work Authorization Number 1**  
                          **Summit View Community Development District**

Dear Chairman, Board of Supervisors:

Florida Land Design & Permitting, Inc., is pleased to submit this work authorization to provide engineering services for the Summit View Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2021 (“**Interim Engineering Agreement**”) as follows:

**I.       Scope of Work**

The District will engage the services of Florida Land Design & Permitting, Inc. as Engineer to prepare any necessary reports and attend and participate in meetings of the District’s Board of Supervisors as requested by the District.

**II.      Fees**

The District will compensate Florida Land Design & Permitting, Inc. pursuant to the hourly rate schedule contained in the Interim Engineering Agreement in accordance with the terms of the Interim Engineering Agreement. The District will reimburse Florida Land Design & Permitting, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Interim Engineering Agreement.

This proposal, together with the Interim Engineering Agreement, represents the entire understanding between the District and Florida Land Design & Permitting, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Florida Land Design & Permitting, Inc. We look forward to working with you.

Sincerely,

Florida Land Design & Permitting, Inc.

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AND ACCEPTED

By:

\_\_\_\_\_  
Chairman, Summit View Community  
Development District

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
FOR THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

*RFQ for Engineering Services*

The Summit View Community Development District (“District”), located in Dade City, Florida, announces that professional engineering services will be required on a continuing basis for the District’s anticipated capital improvements which may include work related to roadway facilities, utility facilities, stormwater facilities, and recreational facilities, and all other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to, past experience as a District Engineer for any community development district(s) and past experience with Dade City or Pasco County; e) the geographic location of the Applicant’s headquarters and offices; and f) the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who is anticipated to handle District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit one original and one electronic version of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on \_\_\_\_\_, 2021 to the attention of Mr. Matt Huber, c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (“District Manager’s Office”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant and so on.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed pursuant to the District’s Rules of Procedure. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the District Manager.

Publish on \_\_\_\_\_ (must be published at least 14 days prior to submittal deadline)

**SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT**

**DISTRICT ENGINEER PROPOSALS**

**COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel** (Weight: 35 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other special districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

**3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements** (Weight: 10 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

## **Tab 2**

## **RESOLUTION 2021-15**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Dade City, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

**WHEREAS**, the District desires to adopt a Policy for Reimbursement of District Travel Expenses (“**Travel Reimbursement Policy**”) pursuant to the provisions of Section 112.061, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

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

**SECTION 1.** The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

**SECTION 2.** If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Vice/Chairperson, Board of Supervisors

## **EXHIBIT A**

### **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES**

#### **1.0 GENERAL PROVISIONS.**

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by Summit View Community Development District (“**District**”) board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the District.
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

#### **2.0 TRANSPORTATION.**

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in

Section 112.061, *Florida Statutes*. Should the State increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate.

- 2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

### **3.0 INCIDENTAL EXPENSES.**

- 3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2 Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- 3.3 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

**Exhibit A**

District Manager Agreement

## **RESOLUTION 2021-16**

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

**WHEREAS**, the Board of Supervisors (“**Board**”) and the officers and staff of the Summit View 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 Board wishes to formalize a 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 SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT THAT:**

1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers, employees and staff 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. District officers, District Manager, District Counsel and District Engineer (“**Staff**”).
  - c. Other independent contractors, agents or persons shall not be so indemnified with respect to service to the District except to the extent permitted by law and authorized by a majority vote of the members of the District's Board of Supervisors participating and voting. Independent contractors so extended coverage by majority vote as detailed above shall be treated as “**Staff**” under this Resolution.
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 District Board members, officers, staff or employees, 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 Board member or Staff member 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 Board member or Staff member for an act or omission under color of state law, custom or usage, wherein it is alleged that such Board member or Staff member 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 a Board member or Staff member from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. 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 Board and its Staff from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

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 a Board member or Staff member while performing the duties and functions of his or her position.
4. This Resolution is intended to evidence the District's support of Board members and Staff members 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 District Board member(s) and/or Staff member(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.
5. In the event that the District has expended funds to provide an attorney to defend a Board member or Staff member 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.
6. 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 Board member or Staff member as described in Section 111.07, Florida Statutes. 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.

7. 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 Manager 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 Board member and/or Staff member. The District Manager shall disseminate such information received to all members of the Board and to the District Attorney as soon as reasonably possible after receipt unless such dissemination is prohibited by law; and
  - b. The Board member and/or Staff member must cooperate continuously and fully with the District in the defense of the action.
8. 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 Board member and/or Staff member 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; 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. Any indemnification or defense prohibited by law.
9. In the event legal representation or defense is provided pursuant to this Resolution, the Board member and/or Staff member 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 Board member and/or Staff member, 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. Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys' fees awarded to the Board member or Staff member.
- 10. 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.
- 11. 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 Staff member.
- 12. 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.
- 13. 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.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEWCOMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Summit View Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Summit View Community Development District  
c/o Rizzetta & Company  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625**

**Term: March 19, 2021 to October 1, 2021**

**Quote Number: 100120786**

## **PROPERTY COVERAGE**

### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
<b>Inland Marine</b>	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included
TRIA		Not Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**Not Included**

**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile
	Section II B1	Business Income	\$1,000,000 in any one occurrence
	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

## CRIME COVERAGE

<b>Description</b>	<b>Limit</b>	<b>Deductible</b>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

**Cyber Liability sublimit included under POL/EPLI**

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Summit View Community Development District**  
**c/o Rizzetta & Company**  
**12750 Citrus Park Lane, Suite 115**  
**Tampa, FL 33625**

**Term: March 19, 2021 to October 1, 2021**

**Quote Number: 100120786**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$1,477
Public Officials and Employment Practices Liability	\$1,208
<b>TOTAL PREMIUM DUE</b>	<b>\$2,685</b>

### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 03/19/2021, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Summit View Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

By:   
Signature

Matthew Huber, District Manager  
Print Name

Witness By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE March 19, 2021

By: \_\_\_\_\_  
Administrator

## RESOLUTION 2021-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Dade City, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 1.2(2) of the District’s Amended and Restated Rules of Procedure appoints the Secretary of the District as the District’s records custodian; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“**Records Management Liaison Officer**”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, who may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (“**Policy**”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- B. coordinate the District's records inventory; and
- C. maintain records retention and disposition forms; and
- D. coordinate District records management training; and
- E. develop records management procedures consistent with the attached Records Retention Policy, as amended; and
- F. participate in the development of the District's development of electronic record keeping systems; and
- G. submit annual compliance statements; and
- H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("**Division**") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this resolution supersedes any Records Retention Policy previously adopted by the District.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

## RESOLUTION 2021-18

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRMAN AND VICE CHAIRMAN THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Dade City, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigation, and landscape and hardscape improvements; and

**WHEREAS**, the District intends to adopt a Master Engineer's Report ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements that are to be constructed thereto ("**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman and the Vice Chairman to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

**WHEREAS**, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

**WHEREAS**, the Board of Supervisors finds that granting to the Chairman and the Vice Chairman the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. DELEGATION OF AUTHORITY.** The Chairman and the Vice Chairman of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chairman, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairman or the Vice Chairman, respectively. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

**SECTION 3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Vice/Chairperson, Board of Supervisors

## **RESOLUTION 2021-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER OR TREASURER TO EXECUTE THE PUBLIC DEPOSITORS REPORT; AUTHORIZING THE EXECUTION OF ANY OTHER FINANCIAL REPORTS AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) of the Summit View Community Development District (the “District”) has appointed professionals to the positions of District Manager and Treasurer for the purposes of maintaining the financial records of the District; and

**WHEREAS**, the District desires to authorize District staff to execute Public Depositor Report and all other financial reports required by law.

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

**SECTION 1.** The District Manager or Treasurer are hereby authorized, on behalf of the District, to execute the Public Depositor Report and to transmit same to the Treasurer of the State of Florida as required by Chapter 280, *Florida Statutes*, as amended, and any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

## **Tab 3**

## RESOLUTION 2021-20

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Dade City, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located; and

**WHEREAS**, the Board desires to adopt a Fiscal Year 2020-2021 annual meeting schedule attached hereto as **Composite Exhibit A**.

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

1. The Fiscal Year 2020-2021 annual meeting schedule attached hereto and incorporated by reference herein as **Composite Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Composite Exhibit A:** Fiscal Year 2020-2021 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
FOR FISCAL YEAR 2020-2021**

The Board of Supervisors of the Summit View Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at \_\_\_\_\_, at \_\_\_\_\_ m. unless otherwise indicated as follows:

**[Add Meeting Dates]**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 or by calling (813) 994-1001.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (877) 276-0889 at least 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 Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that 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 such appeal is to be based.

Matt Huber  
District Manager

## RESOLUTION 2021-21

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARINGS THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Dade City, Florida; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors of the Summit View Community Development District (“**Board**”) the proposed budgets (the “Proposed Budgets”) for the remainder of Fiscal Year 2020/2021, which concludes September 30, 2021 and for Fiscal Year 2021/2022, which concludes September 30, 2022; and

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

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

**SECTION 1.** The Proposed Budgets prepared by the District Manager for Fiscal Year 2021 and Fiscal Year 2022, attached hereto as **Composite Exhibit A**, are hereby approved as the basis for conducting a public hearing to adopt said Proposed Budgets.

**SECTION 2.** The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_, 2021  
**HOOR:** \_\_\_\_\_  
**LOCATION:** \_\_\_\_\_

**SECTION 3.** The District Manager is hereby directed to submit a copy of the proposed budget to Pasco County at least sixty (60) days prior to the hearing set above.

**SECTION 4.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District’s Secretary is directed to transmit the approved budget to the manager or administrator of Pasco County for posting on its website.

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

**SECTION 6.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**Composite Exhibit A:** Fiscal Year 2020/2021 Budget and Fiscal Year 2021/2022 Budget

**Exhibit A**

Fiscal Year 2020/2021 Budget and 2021/2022 Budget

**Proposed Budget**  
**Summit View Community Development District**  
**General Fund**  
**Fiscal Year 2020/2021**

	Chart of Accounts Classification	Budget for 2020/2021	Comments
1			
2	<b>REVENUES</b>		
3			
14	Special Assessments		
15	Tax Roll*	\$ -	
17	Off Roll*	\$ -	
18	Contributions & Donations from Private Sources		
19	Developer Contributions	\$ 150,000	
31			
32	<b>TOTAL REVENUES</b>	<b>\$ 150,000</b>	
35			
36	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 150,000</b>	
37			
38	<i>*Allocation of assessments between the Tax Roll and Off</i>		
39			
40	<b>EXPENDITURES - ADMINISTRATIVE</b>		
41			
42	Legislative		
43	Supervisor Fees	\$ 7,000	5 Supervisors @ 7 meetings
44	Financial & Administrative		
45	Administrative Services	\$ 4,200	<i>After bonds are issued</i>
46	District Management	\$ 21,000	<i>After bonds are issued</i>
47	District Engineer	\$ 7,500	
48	Disclosure Report	\$ -	
49	Trustees Fees	\$ -	
50	Assessment Roll		
51	Financial & Revenue Collections	\$ 3,600	<i>After bonds are issued</i>
52	Accounting Services	\$ 19,200	<i>After bonds are issued</i>
53	Auditing Services	\$ -	
59	Public Officials Liability Insurance	\$ 2,500	
60	Legal Advertising	\$ 5,000	
61	Bank Fees	\$ -	
62	Dues, Licenses & Fees	\$ 175	DEO Fee
63	Miscellaneous Fees	\$ 1,000	
64	Tax Collector /Property Appraiser Fees	\$ 150	Pasco Co, Fee
65	Property Taxes	\$ -	
66	Website Hosting, Maintenance, Backup (and	\$ 5,000	Campus Suites & RTS (w-emails)
67	Legal Counsel		
68	District Counsel	\$ 20,000	
73			
74	<b>Administrative Subtotal</b>	<b>\$ 96,325</b>	
75			
76	<b>EXPENDITURES - FIELD OPERATIONS</b>		
77			
125	Other Physical Environment		
130	General Liability Insurance	\$ 2,500	
131	Property Insurance	\$ 5,000	If needed
218	Contingency		
219	Miscellaneous Fees	\$ -	
220	Miscellaneous Contingency	\$ 46,175	
222	Capital Outlay	\$ -	
223			
224	<b>Field Operations Subtotal</b>	<b>\$ 53,675</b>	
225			
226	<b>Contingency for County TRIM Notice</b>		
227			
228	<b>TOTAL EXPENDITURES</b>	<b>\$ 150,000</b>	
229			
230	<b>EXCESS OF REVENUES OVER</b>	<b>\$ -</b>	
231			

**Proposed Budget**  
**Summit View Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

	Chart of Accounts Classification	Budget for 2021/2022	Comments
1			
2	<b>REVENUES</b>		
3			
14	Special Assessments		
15	Tax Roll*	\$ -	
17	Off Roll*	\$ -	
18	Contributions & Donations from Private Sources		
19	Developer Contributions	\$ 250,000	
31			
32	<b>TOTAL REVENUES</b>	<b>\$ 250,000</b>	
35			
36	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 250,000</b>	
37			
38	<i>*Allocation of assessments between the Tax Roll and Off</i>		
39			
40	<b>EXPENDITURES - ADMINISTRATIVE</b>		
41			
42	Legislative		
43	Supervisor Fees	\$ 12,000	5 Supervisors @ 12 meetings
44	Financial & Administrative		
45	Administrative Services	\$ 4,200	
46	District Management	\$ 21,000	
47	District Engineer	\$ 7,500	
48	Disclosure Report	\$ 5,000	
49	Trustees Fees	\$ 5,000	
50	Assessment Roll	\$ 5,000	
51	Financial & Revenue Collections	\$ 3,600	
52	Accounting Services	\$ 19,200	
53	Auditing Services	\$ 5,000	
59	Public Officials Liability Insurance	\$ 3,500	
60	Legal Advertising	\$ 5,000	
61	Bank Fees	\$ -	
62	Dues, Licenses & Fees	\$ 175	DEO Fee
63	Miscellaneous Fees	\$ 1,000	
64	Tax Collector /Property Appraiser Fees	\$ 150	Pasco Co. Fee
65	Property Taxes	\$ -	
66	Website Hosting, Maintenance, Backup (and	\$ 5,000	Campus Suites & RTS (w-emails)
67	Legal Counsel		
68	District Counsel	\$ 20,000	
73			
74	<b>Administrative Subtotal</b>	<b>\$ 122,325</b>	
75			
76	<b>EXPENDITURES - FIELD OPERATIONS</b>		
77			
125	Other Physical Environment		
130	General Liability Insurance	\$ 5,000	
131	Property Insurance	\$ 5,000	
218	Contingency		
219	Miscellaneous Fees	\$ 2,675	
220	Miscellaneous Contingency	\$ 115,000	
222	Capital Outlay	\$ -	
223			
224	<b>Field Operations Subtotal</b>	<b>\$ 127,675</b>	
225			
226	<b>Contingency for County TRIM Notice</b>		
227			
228	<b>TOTAL EXPENDITURES</b>	<b>\$ 250,000</b>	
229			
230	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>	
231			

## **RESOLUTION 2021-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZING PUBLICATION OF A NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, the Board previously adopted Resolution 2005-13, which adopted Rules of Procedure to govern the administration of the District; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedures, attached hereto as Exhibit A.

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

**SECTION 1.** A Public Hearing will be held to adopt Amended and Restated Rules of Procedure of the District on \_\_\_\_\_, 2021 at \_\_\_\_\_m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

**Exhibit A**

Amended and Restated Rules of Procedure

**AMENDED AND RESTATED  
RULES OF PROCEDURE  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF MARCH 19, 2021**

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**Rule 1.0      General.**

- (1) The Summit View Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1      Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2      District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1)    District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a)    Agenda packages for prior 24 months and next meeting;
  - (b)    Official minutes of meetings, including adopted resolutions of the Board;
  - (c)    Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d)    Adopted engineer's reports;
  - (e)    Adopted assessment methodologies/reports;
  - (f)    Adopted disclosure of public financing;
  - (g)    Limited Offering Memorandum for each financing undertaken by the District;
  - (h)    Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i)    District policies and rules;
  - (j)    Fiscal year end audits; and
  - (k)    Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2)    Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

### **Rule 1.3      Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "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 (850) 334-9055. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published

as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

- (1)      Internal Controls. The District shall establish and maintain internal controls designed to:
- (a)      Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b)      Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c)      Support economical and efficient operations; and
  - (d)      Ensure reliability of financial records and reports; and
  - (e)      Safeguard assets.
- (2)      Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
  - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
  - (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;

- (iii) Regulate the course of the hearing, including any pre-hearing matters;
    - (iv) Enter orders; and
    - (v) Make or receive offers of settlement, stipulation, and adjustment.
  - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District,

the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

### **Rule 3.0      Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
  - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

### **Rule 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2      Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1)    Definitions.

- (a)    "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b)    "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2)    Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3)    Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a)    Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines

is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
  - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
  - (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.



### **Rule 3.3      Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4      Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the

hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5      Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best

interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
  - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
  - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
    - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to

submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
  - (5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
  - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9      Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11      Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)      Filing.

- (a)      With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)      Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)      If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
  - (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
  - (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
    - (a) Administer oaths and affirmations;
    - (b) Rule upon offers of proof and receive relevant evidence;
    - (c) Regulate the course of the hearing, including any pre-hearing matters;
    - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective [REDACTED], 2021, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

## **RESOLUTION 2021-23**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND DISTRICT STAFF IN NOTICING THE LANDOWNERS' MEETING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Dade City, Florida; and

**WHEREAS**, the District is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Dade City County, Florida; and

**WHEREAS**, the District has not met since May 23, 2008 and in order to repopulate the Board and ensure efficient operation of the District, District staff noticed a landowner meeting; and

**WHEREAS**, the District Manager and District staff scheduled the date of the landowners’ meeting for March 19, 2021, at 10:00 a.m. at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, and caused notice thereof to be provided pursuant to Florida law; and

**WHEREAS**, the Board desires to ratify all the actions taken by the District Manager and District staff in setting the landowner’s meeting in accordance with Section 190.006(2), *Florida Statutes*, for March 19, 2021.

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

**SECTION 1.** The actions of the District Manager and District staff in scheduling and noticing the landowners’ meeting in accordance with Section 190.006(2), *Florida Statutes*, to elect five (5) supervisors of the District, held on the 19th day of March, 2021 at 10:00 a.m. at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, are hereby ratified and approved.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

## Tab 4

**RESOLUTION 2021-24**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Dade City, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

**WHEREAS**, the Board desires to designate a public depository for the District funds.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** \_\_\_\_\_ is hereby designated as the public depository for District funds.

**SECTION 2.** In accordance with Section 280.17(4), *Florida Statutes*, the District’s Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts.

**SECTION 3.** The District’s Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

**SECTION 4.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

**RESOLUTION 2021-25**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DIRECTING RIZZETTA & COMPANY, INC., TO ESTABLISH A LOCAL BANK ACCOUNT AT \_\_\_\_\_ FOR THE DISTRICT AND APPOINT \_\_\_\_\_ AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint \_\_\_\_\_ and \_\_\_\_\_ as signors on the account.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** Rizzetta & Company, Inc., is directed to establish a local bank account at \_\_\_\_\_ for the District.

**SECTION 2.** \_\_\_\_\_ and \_\_\_\_\_ shall be appointed as signors on the account.

**SECTION 3.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## RESOLUTION 2021-26

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Summit View Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

**WHEREAS**, the District's Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**SECTION 1. Continuing Expenses:** The Board hereby authorizes the payment of invoices of continuing expenses that meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board.
2. The invoice must be pursuant to a contract or agreement authorized by the Board.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

4. The invoice amount will not cause payments to exceed the adopted budget of the District.

**SECTION 2. Non-Continuing Expenses:** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses that are: 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager;
2. Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairman of the Board.

**SECTION 3.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Vice/Chairperson, Board of Supervisors

## **Tab 5**

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2020/2021 BUDGET FUNDING AGREEMENT**

This Agreement (“**Agreement**”) is made and entered into this 19<sup>th</sup> day of March, 2021, by and between:

**Summit View Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Dade City, Florida (“**District**”), and

**Summit View, LLC**, a Florida limited liability company and the developer of the lands in the District (“**Developer**”) with a mailing address 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685.

**Recitals**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Dade City, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

**WHEREAS**, Developer presently is developing the real property (“**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District approved its general fund budget for Fiscal Year 2020/2021 for the basis of setting a public hearing thereon, which year commenced October 1, 2020, and concludes on September 30, 2021 (“**FY 2021 Budget**”); and

**WHEREAS**, the FY 2021 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2021 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**.

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

**SECTION 1.** The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2021 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2021 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2021 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

**SECTION 2.** The District shall have the right to file a continuing lien ("**Lien**") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2021 Budget" in the public records of Pasco County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2021 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed Lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.

**SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

**A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Pasco County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

**B.** The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Pasco County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

**SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2021 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations.

The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2021 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2021 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

**SECTION 7.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

**SECTION 8.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

**SECTION 9.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

**SECTION 10.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**SECTION 12.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

***[Remainder of Page Intentionally Left Blank]***

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**SUMMIT VIEW, LLC**, a Florida corporation

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

**Exhibit A:** Fiscal Year 2020/2021 General Fund Budget

**Exhibit B:** Description of the Property

**Exhibit A**

Fiscal Year 2020/2021 General Fund Budget

**Exhibit B**  
Description of the Property

The S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; the N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; the N  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; AND the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , LESS road right-of-way, all in Section 32, Township 24 South, Range 21 East, Pasco County, Florida, being further described as follows:

Commencing at the Southwest Corner of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 32, Township 24 South, Range 21 East, Pasco County, Florida, thence along the South line of said NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ; run N 89°57'30" E, 35.00 feet to the Easterly right-of-way line of County Road S-579, also known as Happy Hill Road, for a Point of Beginning; thence along said right-of-way line N 00°09'50" E, 245.18 feet, thence S 89°50'10" E, 5.00 feet, thence along A curve to the right and concave Easterly with an angle of 17°29'40" radius of 1392.40 feet and chord bearing N 08°54'40" E, 423.50 feet, thence along the ARC of said curve, 425.15 feet to the North line of the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32, thence N 89°57'55" E, 558.75 feet, thence N 00°08'54" E, 663.45 feet to the North line of the SW  $\frac{1}{4}$  of said Section 32, thence N 89°58'20" E, 1988.93 feet to the center of said Section 32, thence N 00°10'28" E, 663.67 feet, thence N 89°57'30" E, 1321.40 feet to the West Boundary of LYNAN ESTATES as recorded in Official Record Book 4293, pages 1906 thru 1981, Public Records of Pasco County, Florida, thence along said Subdivision Boundary S 00°12'51" W, 663.70 feet, thence S 00°00'04" W 663.01 feet, thence S 89°57'45" W 661.09 feet, thence S 00°03'39" W, 663.05 feet, thence leaving said Subdivision Boundary, S 00°03'39" W, 331.52 feet to the South line of the N  $\frac{1}{4}$  of the S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of said Section 32, thence S 89°56'37" W, 1988.58 feet to the East line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32, thence N 00°07'58" E, 331.68 feet, thence S 89°57'30" W, 1291.67 feet to the POINT of BEGINNING.

Said land containing 135.348 acres, more or less, all lying and being in Pasco County, Florida.

**CONSTRUCTION FUNDING AGREEMENT FOR SUMMIT VIEW  
INFRASTRUCTURE PROJECT BETWEEN SUMMIT VIEW, LLC, AND SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 19th day of March, 2021 by and between:

**Summit View Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Dade City, Florida (the “District”), and

**Summit View, LLC**, a Florida limited liability company, the primary owner and developer of lands within the boundary of the District, and whose address is 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685 (the “Landowner”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Dade City, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Landowner is the owner of lands in Pasco County, Florida, located within the boundaries of the District (the “Development”) upon which the District’s improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to issue bonds, levy special assessments, taxes, fees, and other charges as may be necessary in furtherance of the District’s infrastructure program, activities and services; and

**WHEREAS**, the District is without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of project within the District, prior to the issuance of anticipated special assessment bonds (the “2021 Bonds”), including construction and any design, engineering, legal, or administrative costs (collectively, the “Master Project”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary improvements, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with such improvements; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Master Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**2. FUNDING.** Landowner hereby acknowledges that the sole source of funding for the Master Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Master Project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within forty-five (45) days of receipt of the proceeds of the bonds for the financing of the Master Project and upon the request of the Landowner, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Master Project within five (5) years of the date of this Agreement, and, thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, or debt service assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's sole discretion.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

<b>A. If to District:</b>	Summit View Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 Attn: District Manager
---------------------------	---

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Landowner:** Summit View, LLC  
334 East Lake Road, Suite 172  
Palm Harbor, Florida 34685  
Attn: \_\_\_\_\_

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**SUMMIT VIEW COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chair, Board of Supervisors

**SUMMIT VIEW, LLC**, a Florida corporation

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

## **Tab 6**

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND**  
**ACCESS EASEMENT AND CONVEYANCE AGREEMENT**  
**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**  
**(MASTER PROJECT)**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of March, 2021, by and between **SUMMIT VIEW, LLC**, a Florida limited liability company, whose principal address is 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685 (“**Grantor**”) in favor of **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain real property located in the City of Dade City, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of site work and grading, stormwater management facilities, water, sanitary sewer utilities, street lighting, roadway improvements, landscape/hardscape and other such improvements as authorized by law (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or recordation of a release of the Easement extinguishing all rights granted in the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Pasco County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

The Easement shall automatically terminate with respect to particular platted lots within the Easement Area immediately upon conveyance of any such platted lot from the Grantor to an unaffiliated third-party without the requirement of any further action by any of the parties hereto. The Easement shall automatically terminate with respect to unplatted parcels within the Easement Area immediately upon conveyance of any such parcel from the Grantor to an unaffiliated third party without the requirement of any further action by any of the parties hereto. However, the Grantee is under contract with a third party for construction services on the subject parcel, the termination with respect to the Easement granted herein shall not be effective until the completion of that construction as evidenced by the Grantee’s engineer’s written certification of the completion of the construction contract. If the Grantee has constructed, acquired, or otherwise provided Improvements over, under, on or through the subject parcel, then termination of the Easement granted herein shall not be effective until Grantor has conveyed a separate real property interest securing the Grantee’s perpetual access for maintenance and repair of the Improvements.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Pasco County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of this Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Pasco County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**“GRANTOR”**

Signed, sealed and delivered  
in the presence of:

**SUMMIT VIEW, LLC**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Douglas Weiland, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of March, 2021, by Douglas Weiland, as Manager, Summit View, LLC, a Florida limited liability company.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**“GRANTEE”**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_, Chairperson

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of March, 2021, by \_\_\_\_\_ as Chairperson of  
Summit View Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT A**

**CONSTRUCTION FUNDING AGREEMENT FOR SUMMIT VIEW  
INFRASTRUCTURE PROJECT BETWEEN SUMMIT VIEW, LLC, AND SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 19th day of March, 2021 by and between:

**Summit View Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Dade City, Florida (the “District”), and

**Summit View, LLC**, a Florida limited liability company, the primary owner and developer of lands within the boundary of the District, and whose address is 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685 (the “Landowner”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Commission of the City of Dade City, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Landowner is the owner of lands in Pasco County, Florida, located within the boundaries of the District (the “Development”) upon which the District’s improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to issue bonds, levy special assessments, taxes, fees, and other charges as may be necessary in furtherance of the District’s infrastructure program, activities and services; and

**WHEREAS**, the District is without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of project within the District, prior to the issuance of anticipated special assessment bonds (the “2021 Bonds”), including construction and any design, engineering, legal, or administrative costs (collectively, the “Master Project”); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary improvements, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with such improvements; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Master Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

**2. FUNDING.** Landowner hereby acknowledges that the sole source of funding for the Master Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Master Project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District.

**3. REPAYMENT.** The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within forty-five (45) days of receipt of the proceeds of the bonds for the financing of the Master Project and upon the request of the Landowner, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Master Project within five (5) years of the date of this Agreement, and, thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, or debt service assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's sole discretion.

**4. DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

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**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

<b>A. If to District:</b>	Summit View Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 Attn: District Manager
---------------------------	---

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Landowner:** Summit View, LLC  
334 East Lake Road, Suite 172  
Palm Harbor, Florida 34685  
Attn: \_\_\_\_\_

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Pasco County, Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**SUMMIT VIEW COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chair, Board of Supervisors

**SUMMIT VIEW, LLC**, a Florida corporation

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

## **RESOLUTION 2021-27**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER REGARDING FILL DIRT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Dade City, Florida; and

**WHEREAS**, the District is authorized to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigation, and landscape and hardscape improvements; and

**WHEREAS**, the District intends to adopt a Master Engineer’s Report (“**Engineer’s Report**”), which describes the scope of the District’s capital improvement plan and the improvements that are to be constructed thereto (“**Improvements**”); and

**WHEREAS**, in connection with the development of the Improvements, particularly the stormwater improvements, there is certain excess fill dirt within the District, and the District desires to know the value of the excess fill dirt and any associated risks related to the excess fill dirt; and

**WHEREAS**, the District has requested the Interim District Engineer, Florida Land Design & Permitting, Inc., to certify the value of the excess fill dirt.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. ACCEPTANCE AND CERTIFICATION OF ENGINEER.** The Board of Supervisors hereby accepts the Certificate of Interim District Engineer of Value of Fill Dirt, dated \_\_\_\_\_, 2021, attached hereto as **Exhibit A**.

**SECTION 3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary

---

Chairperson, Board of Supervisors

Exhibit A: Engineer's Certification dated \_\_\_\_\_, 2021

## **Tab 7**

**BOND FINANCING TEAM FUNDING AGREEMENT  
BETWEEN THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
AND SUMMIT VIEW, LLC**

This Bond Financing Team Funding Agreement (“**Agreement**”) is made and entered into this 19th day of March, 2021, by and between:

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Dade City, Florida (“**District**”), and;

**SUMMIT VIEW, LLC**, a Florida limited liability company and the primary developer within the District with an address of 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by Ordinance of the City Commission of the City of Dade City, Florida on July 29, 2005, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

**1. PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities and services.

**A.** Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement and to retain Bond Counsel and a Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

**B.** Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Methodology Consultant or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

**C.** The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

**D.** In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

**2. TERMINATION.** Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

**3. CAPITALIZATION.** The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

**4. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

**A. If to District:** Summit View Community Development District  
c/o Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Developer:** Summit View, LLC  
334 East Lake Road, Suite 172  
Palm Harbor, Florida 34685  
Attn: Douglas Weiland

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

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WITNESSES:**

**SUMMIT VIEW, LLC**, a Florida  
corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

**RESOLUTION 2021-28**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN INVESTMENT BANKER IN CONTEMPLATION OF THE ISSUANCE OF SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS.**

**WHEREAS**, Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) desires to appoint an Investment Banker to advise it regarding the proposed issuance of Special Assessment Bonds and other financing methods for District improvements; and

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

**SECTION 1.** The Board hereby appoints \_\_\_\_\_ as the Investment Banker of the District, and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein as **Exhibit A**.

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

**PASSED AND ADOPTED** this 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors



## MBS CAPITAL MARKETS, LLC

### AGREEMENT FOR UNDERWRITING SERVICES SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

February 18, 2021

Board of Supervisors  
Summit View Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Summit View Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements including its Series 2021 Bonds to acquire and/or construct the initial phases of public infrastructure for the District that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2021 Bonds and will be supplemented for future bond issuances.

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.

Member: FINRA/SIPC

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3414 W. BAY TO BAY BLVD., UNIT #3,  
TAMPA, FLORIDA 33629  
PHONE: 813.281.2700

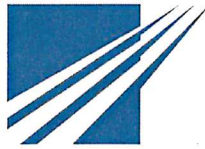
152 LINCOLN AVENUE  
WINTER PARK, FLORIDA 32789  
PHONE: 407.622.0130

1005 BRADFORD WAY  
KINGSTON, TENNESSEE 37763  
PHONE: 865.717.0303



## MBS CAPITAL MARKETS, LLC

- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
  - Preparation of post-sale reports for the issue, if any.
  - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued.
  3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
  4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
  5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
  6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17:** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



## MBS CAPITAL MARKETS, LLC

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

By execution of this Agreement, you are acknowledging receipt of the MSRB Rule G-17 required disclosures attached hereto as Exhibit A.

Sincerely,  
MBS Capital Markets, LLC

---

**Edwin M Bulleit**  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Edwin M Bulleit", is written over a horizontal line.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2/21/21



## **MBS CAPITAL MARKETS, LLC**

### **EXHIBIT A**

#### **Disclosures Concerning the Underwriter's Role**

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

#### **Disclosure Concerning the Underwriter's Compensation**

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### **Conflicts of Interest**

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



## **MBS CAPITAL MARKETS, LLC**

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

**RESOLUTION 2021-29**

**RESOLUTION APPOINTING BOND COUNSEL IN  
CONTEMPLATION OF THE ISSUANCE OF SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT BONDS.**

**WHEREAS**, Summit View Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Dade City, Florida; and

**WHEREAS**, the District’s Board of Supervisors (hereinafter the “Board”) desires to appoint Bond Counsel to advise it regarding the proposed validation and issuance of Bonds and other financing methods for District improvements; and

**WHEREAS**, the Board determined that the employment of Bond Counsel is necessary and is in the District’s best interests.

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

**SECTION 1.** All of the above representations, findings, and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby appoints \_\_\_\_\_ for the District as Bond Counsel and agrees to provide compensation for same in the amount and manner prescribed in the agreement incorporated herein as Exhibit A.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** the 19th day of March, 2021.

ATTEST:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

June 22, 2005

Board of Supervisors of the  
Summit View Community Development District  
c/o Peter Williams  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
Special Assessment Bonds  
Series 2005**

Dear Mr. Chairman and Board Members:

Greenberg Traurig, P.A. would be pleased to serve as Bond Counsel to the Summit View Community Development District (the "District") in connection with its proposed special assessment bond issue for the acquisition and construction of surface water management and control systems, the acquisition, construction of water distribution and wastewater collection and transmission facilities, roadway improvements and other public infrastructure and related costs. We would propose to perform all of the services customarily performed by bond counsel, including tax analysis in connection with the issuance of one (1) or two (2) series of bonds (the "Bonds") under a master trust indenture and one or more series supplements (which we shall prepare), including the preparation of all bond resolutions, the drafting of all closing papers, the delivery of our tax opinion to the investors and provide assistance to the underwriter in the preparation of a limited offering memorandum. Our fee quoted below includes assisting District Counsel in the drafting of certain of the validation papers, if so required. For our services, we would propose a legal fee of not to exceed \$40,000, plus reasonable documented expenses (estimated not to exceed \$1,000), payable at, and contingent upon, the closing of the bond issue. The foregoing assumes both series of bonds will be issued at the same time. Our fee could not exceed the above amount without the approval of the Board of Supervisors.

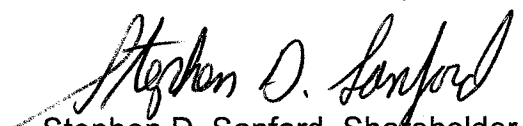
If our fee quote is acceptable to you, please indicate by signing below on the extra copy of this letter enclosed and return the same to me.

ALBANY  
AMSTERDAM  
ATLANTA  
BOCA RATON  
BOSTON  
CHICAGO  
DALLAS  
DENVER  
FORT LAUDERDALE  
LOS ANGELES  
MIAMI  
NEW JERSEY  
NEW YORK  
ORANGE COUNTY, CA  
ORLANDO  
PHILADELPHIA  
PHOENIX  
SILICON VALLEY  
TALLAHASSEE  
TYSONS CORNER  
WASHINGTON, D.C.  
WEST PALM BEACH  
WILMINGTON  
ZURICH

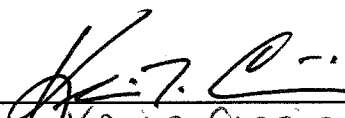
If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAURIG, P.A.

  
Stephen D. Sanford, Shareholder

SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Name: Kevin Amico  
Title: Chairman

**AGREEMENT BETWEEN THE SUMMIT VIEW COMMUNITY DEVELOPMENT  
DISTRICT AND SUMMIT VIEW, LLC, REGARDING THE ACQUISITION OF  
CERTAIN WORK PRODUCT, IMPROVEMENTS AND REAL PROPERTY**

**THIS ACQUISITION AGREEMENT (“Agreement”)** is made and entered into, by and between:

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in Dade City, Florida (“**District**”); and

**SUMMIT VIEW, LLC**, a Florida limited liability company, whose mailing address is 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685 (together with its successors and assigns, “**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by Ordinance of the City Commission of the City of Dade City, Florida on July 29, 2005, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure as authorized by Chapter 190, Florida Statutes (“**Act**”); and

**WHEREAS**, the Developer is currently the landowner and developer of certain lands in Pasco County (“**County**”), located within the boundaries of the District (“**District Lands**”); and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain improvements, including, but not limited to, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other improvements within or without the boundaries of the District; and

**WHEREAS**, the District anticipates undertaking the acquisition, planning, financing, constructing, installing, operation and maintaining of a capital improvement plan of certain public improvements, including those set forth in the report attached to this Agreement as **Exhibit A**, as such exhibit may be amended from time to time (“**Project**”); and

**WHEREAS**, the District may in the future, and in its sole discretion, elect to issue tax-exempt bonds (“**Future Bonds**”) to finance the planning, design, acquisition, construction, and/or installation of certain infrastructure improvements, facilities, and services comprising the District’s capital improvement plan, which capital improvement plan is expected to include the Project; and

**WHEREAS**, the District does not have sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii)

construction and/or installation of all of the improvements comprising the Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence or cause commencement of development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advance funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) from Developer and to provide an agreement for reimbursement to the Developer under the terms and conditions herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

**2. WORK PRODUCT AND IMPROVEMENTS.** The Project, as may be amended from time to time, represents those Improvements and Work Product that have met the requirements of this Agreement, have been acquired by the District, and are eligible for reimbursement to the Developer in the event Future Bonds are issued. In the event that Future Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on such date or dates as the parties may jointly agree upon in writing, for all future acquisitions of Work Product or Improvements (“**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of its capital improvement plan, as may be adopted in the future.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (such as, but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Future Bonds, and the requirements of this Agreement, the District shall pay the lesser of: (i) the actual cost creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of: (i) the actual cost of creation/construction of the Work Product or Improvements; and (ii) the fair market value of the Work Product or Improvements.
- c. **Conveyances on “As-Is” Basis** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as-is” basis. Developer agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third-Party Governments** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

- g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the District Engineer has inspected the Work Product and/or Improvements well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements; (ii) the Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, County regulations and code and, if applicable, FDOT regulations and code; (iii) the Improvements are within the scope of the Act are expected to be included in the District's capital improvement plan and financed through the issuance of Future Bonds, were installed in accordance with their specifications, are free from obstruction, and are capable of performing the functions for which the Improvements were intended; (iv) the total costs associated with the Improvements are accurate and representative of what was actually paid by Developer or its affiliate or assign to create and/or construct the Improvements; (v) all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities; and (vi) the Improvements specifically benefit property within the boundaries of the District.

**3. CONVEYANCE OF REAL PROPERTY.** In the event that Future Bonds are issued, the parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement, as may be amended from time to time, on the Acquisition Date. In the event of such an acquisition, the Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. ***Cost.*** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for the Real Property is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right, easement and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Developer's ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

#### **4. TAXES, ASSESSMENTS, AND COSTS.**

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**5. ACQUISITIONS AND FUTURE BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Future Bonds that may be used to finance portions of the Project. In the event that the District issues Future Bonds and has bond proceeds available to finance portions of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Future Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement as may be amended from time to time; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, then the District shall not be obligated to make payment for such acquisitions. In the event the District does not or cannot issue sufficient Future Bonds within five (5) years from the date of this Agreement to pay for all acquisitions related to the Project, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer

acknowledges that the District may convey some or all of the Work Product and/or Improvements to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**6. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

**7. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**9. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

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

A. **If to District:** Summit View Community Development District  
c/o Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attn: District Counsel

B. **If to Developer:** Summit View, LLC  
334 East Lake Road, Suite 172  
Palm Harbor, Florida 34685  
Attn: Douglas Weiland

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any

time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**11. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**12. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

**13. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.

**14. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

**15. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public record and treated as such in accordance with Florida law.

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

**17. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred by sovereign immunity or by other operation of law.

**18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

**20. EFFECTIVE DATE.** This Agreement shall be effective March 19, 2021.

*[Remainder of Page Intentionally Left Blank.]*

**WHEREFORE**, the parties below execute the Acquisition Agreement.

Attest:

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**WITNESSES:**

**SUMMIT VIEW, LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

**Exhibit A:** Master Engineer's Report, dated \_\_\_\_\_, 2021

**Exhibit A:** Engineer’s Report (the “Project”)



# Draft

MASTER ENGINEER'S REPORT  
FOR THE  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

Florida Land Design & Permitting  
3030 Starkey Boulevard  
Trinity, Florida 34655

March 10, 2021

## SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

### MASTER ENGINEER'S REPORT

#### 1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“**CIP**”), and estimated costs of the CIP, for the Summit View Community Development District (“**District**”). The District was established on July 12, 2005 by the City Commission of the City of Dade City, pursuant to Ordinance 2005-0894.

The CIP, as described herein, contains improvements that are within the scope of the “Projects” defined in the Final Judgment entered on September 21, 2005 by the Circuit Court of the Sixth Judicial Circuit in *Summit View Community Development District v. The State of Florida, et al.*, Case No. 51-2005-CA002129 ES, Section B.

#### 2. GENERAL SITE DESCRIPTION

The site is 135.35 acres located within the City of Dade City and lies entirely in Section 32, Township 24 South, Range 21. The site is approximately 1 mile +/- north of State Road 52 on the east side of Happy Hill Road. The project consists of 393 Units, 59.30 acres of Residential Development, 21.75 acres of District Roads, 3.24 acres of Recreational Facilities, and 51.06 acres of Storm Management Ponds and Open Space.

As noted in **Exhibit A**, the District’s boundaries include approximately 135.35 acres of land located in the City of Dade City, Florida.

#### 3. PROPOSED PROJECT

The CIP is intended to provide public infrastructure improvements for the lands within the District, which lands are planned for 406 residential units. The CIP is intended to be conducted in one phase of infrastructure improvements (the improvements herein detailed known together as the “**2021 Project**”).

The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count, by type. A legal description is attached hereto as **Exhibit C**.

The following charts show the planned product types and land uses for the District:

##### PRODUCT TYPES

40-foot-wide x 110’ deep (Min.) Product:	81 Units
50-foot-wide x 110’ deep (Min.) Product:	278 Units
60-foot-wide x 110’ deep (Min.) Product:	47 Units

##### LAND USE

Residential Area:	59.31 acres
District Right-of way:	21.75 acres
Stormwater Management Ponds and Open Space:	51.05 acres
Recreational Facilities:	3.24 acres

The CIP infrastructure includes:

**Roadway Improvements:**

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic roundabouts. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders and maintained by the CDD. All roads will be designed in accordance with City standards.

All internal roadways may be financed by the District, and dedicated to CDD for ownership, operation, and maintenance. All internal roadways will be open to the public.

No Impact Fee Credits are available.

**Stormwater Management System:**

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to on site retention ponds. The stormwater system will be designed consistent with the criteria established by the SWFWMD and the City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including inlets and storm sewer systems within the right-of-way.

NOTE: No private earthwork is included in the CIP and the District will not fund any cost of mass grading of lots.

**Water and Wastewater Utilities:**

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made at along Happy Hill Road just north of the intersection of Winding Hills Loop.

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite 6" Forcemain and onsite lift stations. The offsite Forcemain connection will be made at Janke Drive and State Road 52.

The water and wastewater collection systems for all phases will be completed by the District and then dedicated to Dade City for operation and maintenance.

Impact Fees are as follows: The current rate for the water impact fee is \$1,321 per unit. The current rate for the wastewater impact fee is \$3,943 per unit. Therefore, the total charge per unit for the water and wastewater impact fees is \$5,264 per unit. The developer is required to pay at least 50% of the total impact fee prior to the recording of the first plat or at least \$1,034,376.00.

### **Hardscape and Landscape:**

The District will construct and/or install landscaping and hardscaping within District common areas and rights-of-way. The hardscaping will consist of entry features and landscaping.

Installation, operation, and maintenance of any irrigation system will be the responsibility of the Homeowner's Association.

The City has distinct design criteria requirements for planting design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

All such landscaping and hardscaping will be owned, maintained, and funded by the District. Such infrastructure, to the extent that it is in rights-of-way owned by the CDD will be maintained by the CDD.

### **Streetlights / Undergrounding of Electrical Utility Lines**

The District intends to lease streetlights through an agreement with Tampa Electric Company in which case the District would fund the streetlights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community, which is a requirement within Dade City. Any lines and transformers located in such areas would be owned by Tampa Electric Company and not paid for by the District as part of the CIP.

### **Recreational Amenities:**

In conjunction with the construction of the CIP, the District intends to construct walking trails throughout the District.

The District is not anticipated to finance additional amenities, parks, and other common areas for the benefit of the District. These improvements will be funded and are anticipated to be owned by the homeowners' association for ownership, operation, and maintenance.

### **Environmental Conservation/Mitigation**

There are no forested and herbaceous wetland impacts associated with the construction of the District's infrastructure, therefore there is no wetland mitigation required. The District will be responsible for the design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

### **Professional Services**

The CIP also includes various professional services. These include: (i) engineering, surveying, architectural and legal fees associated with the CIP, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

### **Off-Site Improvements**

Any roadway, water, wastewater, and storm sewer system associated with the improvements along Happy Hill Road and Roth Lane are considered off-site improvements since this land area is located outside the District boundary.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All the foregoing improvements are required by applicable development approvals. Note that, except as stated herein, there are no impact fee or similar credits available from the construction of any off-site roadway or stormwater improvements. A reimbursable credit for future connections to the developer constructed off-site water and wastewater is \$613.00 per unit.

The following table shows who will finance, own and operate the various improvements of the CIP:

**TABLE A**

<u>Facility Description</u>	<u>Ownership</u>	<u>O&amp;M Entity</u>
Roadways	CDD	CDD
Stormwater Management	CDD	CDD
Utilities (Water and Sewer)	City	City
Hardscape/Landscape	CDD	CDD
Street Lighting	Tampa Electric	Tampa Electric
Undergrounding of Conduit	CDD	CDD
Environmental Conservation/Mitigation	N/A	N/A
Off-Site Improvements	City	City

#### **4. PERMITTING/CONSTRUCTION COMMENCEMENT**

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

	<u>Approved</u>	<u>Expiration</u>
Dade City Zoning Ordinance No.: 2020-23	December 8, 2020	n/a
Dade City Land Use Ord. 2005-0888	October 25, 2005	n/a
Dade City PUD Rezoning Ord. 2005-0905 Amended	January 10, 2006 Dec. 8, 2021	PD-H1 n/a

Dade City Prel. Dev. Plan 03.16.2005	August 31, 2018	n/a
Dade City Mass Grading Plan 11.14.2007	August 31, 2018	same as SWFWMD
Dade City Phase 2B Final Subdivision Plat	Pending	
Dade City Ph. I & II Const. Plans 11.14.2007 As revised by plans to be submitted by March 5, 2021.	confirmed	N/A
Dade City Offsite Utilities	Sept. 2018	n/a
Pasco R/W Exist. 01.11.2006 12.20.2007	Aug 19, 2014	n/a
SWFWMD ERP 44030817.000 Mining	September 16, 2006	September 19, 2011
SWFWMD ERP 44030817.007 (Ext of .000)	August 28, 2014	August 28, 2019
44030817.016 (Ext of .007)	June 27, 2019	Jan. 25, 2022
44030817.025 (Ext of .016)	Jan. 16, 2020	Aug. 16, 2022
SWFWMD ERP 44030817.002 Letter Mod	December 4, 2006	December 4, 2011
SWFWMD ERP 44030817.003 Phase 2	August 23, 2007	August 23, 2012
SWFWMD ERP 44030817.004 Phase 1	August 23, 2007	August 23, 2012
SWFWMD ERP 44030817.008 (Ext of .002)	August 28, 2014	August 28, 2019
44030817.017 (Ext of .008)	June 27, 2019	Jan. 25, 2022
44030817.026 (Ext of .017)	Jan. 16, 2020	Aug. 16, 2022
SWFWMD ERP 44030817.006 Letter Mod	May 6, 2009	September 19, 2011
SWFWMD ERP 44030817.011 (Ext of .006)	August 28, 2014	August 28, 2019
44030817.019 (Ext of .011)	June 27, 2019	Jan. 25, 2022
SWFWMD ERP 44030817.009 (Ext of .003)	August 28, 2014	August 28, 2019
44030817.020(Ext of .009)	June 27, 2019	Jan. 25, 2022
44030817.024(Ext of .020)	Jan 16, 2020	Aug. 16, 2022
SWFWMD ERP 44030817.010 (Ext of .004)	August 28, 2014	August 28, 2019
44030817.021(Ext of .010)	June 27, 2019	Jan. 25, 2022
44030817.023(Ext of .021)	Jan. 16, 2020	Aug, 16, 2022
SWFWMD ERP 44030817.018	June 27, 2019	March 9, 2023
SWFWMD WUP 20001194.003	May 14, 2018	May 14, 2028
FDEP NOI NPDES Phase II	July 11, 2018	July 11, 2023
FDEP NOI NPDES Phase I	September 29, 2018	September 28, 2023

FDEP Water	October 19, 2018	October 18, 2023
FDEP Wastewater	Nov. 30, 2018	Nov. 29, 2023

## 5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table A show below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table A are reasonable and consistent with market pricing, both for the CIP.

**TABLE A**

<u>Facility Description</u>	<u>Total CIP Costs</u>
Roadways	\$2,267,093.19
Stormwater Management	\$4,861,314.33
Utilities (Water and Sewer)	\$2,390,913.92
Utilities Impact Fees	\$2,068,752.00
Hardscape/Landscape	\$170,000.00
Undergrounding of Conduit	\$110,075.00
Recreational Amenities Walking Trails	\$100,000.00
Professional Services	\$1,452,788.27
Off-Site Improvements	\$433,254.17
Contingency (5%)	\$692,709.54
<b>TOTAL</b>	<b>\$14,546,900.42</b>

\* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

## 6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- The estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in Pasco County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure.
- All of the improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years;

- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and
- The CIP will function as a system of improvements benefitting all lands within the District.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site at the expense of the developer.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

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Paul E. Skidmore, P.E.

Date

FL License No. 39631

**APPENDIX**  
**Cost Breakdown**

<u>Facility Description</u>	<u>Sub-Phase 1</u> <u>Costs (206</u> <u>Units)</u>	<u>Sub-Phase 2</u> <u>Costs (200</u> <u>Units)</u>	<u>Total CIP Costs</u>
Roadways	\$ 1,315,959.29	\$ 951,133.90	\$2,267,093.19
Stormwater Management	\$ 2,651,183.05	\$ 2,210,131.28	\$4,861,314.33
Utilities (Water and Sewer)	\$ 1,195,730.14	\$ 1,195,183.78	\$2,390,913.92
Utilities Impact Fees	\$121,939.20	\$127,655.10	\$2,068,752.00
Hardscape/Landscape*	\$83,300.00	\$86,700.00	\$170,000.00
Undergrounding of Conduit	\$52,800.00	\$57,275.00	\$110,075.00
Recreational Amenities Walking Trails*	\$49,000.00	\$51,000.00	\$100,000.00
Professional Services	\$ 706,795.25	\$ 745,993.02	\$1,452,788.27
Off-Site Improvements*	\$212,294.80	\$220,959.37	\$433,254.17
Contingency (5%)	\$319,450.09	\$282,301.57	\$692,709.54
<b><i>TOTAL</i></b>	\$6,389,001.73	\$5,646,031.45	\$14,546,900.42

- Denotes items with a shared cost.

Master Cost (Constructed with Sub-Phase 1 to serve entire project)

Roadways	\$532,439.00
Stormwater	\$122,497.00
Utilities (Water and Sewer On-site)	\$435,659.00
Off-Site Improvements	\$433,254.17
<b><i>TOTAL</i></b>	\$1,523,849.17

## **EXHIBIT “A”**

A/C	= AIR CONDITIONER	MB	= MASONRY
ADW	= ASPHALT DRIVEWAY	MB	= MAILBOX
BC	= BACK OF CURB	MES	= MITERED END SECTION
BW	= WIRE OR BARBED WIRE FENCE	NOL	= MORE OR LESS
(C)	= CALCULATED DATA	NAD	= NORTH AMERICAN DATUM
CB	= CABLE / TELECOMMUNICATIONS BOX	NAVD	= NORTH AMERICAN VERTICAL DATUM
CCR	= CERTIFIED CORNER RECORD	NGVD	= NATIONAL GEODETIC VERTICAL DATUM
CDW	= CONCRETE DRIVEWAY	NP	= NORMAL POOL ELEVATION
CLF	= CHAIN LINK FENCE	NR	= NON-RADIAL
CMP	= CORRUGATED METAL PIPE	OA	= OVERALL
CO	= CLEANOUT	OHW	= OVERHEAD WIRE
CONC	= CONCRETE	ORB	= OFFICIAL RECORDS BOOK
CPB	= CONCRETE PLAT BOOK	(P)	= PLAT DATA
CPP	= CORRUGATED PLASTIC PIPE	PAO	= PROPERTY APPRAISERS OFFICE
CSW	= CONCRETE SIDEWALK	PB	= PLAT BOOK
C/C	= COVERED CONC	PED	= PEDESTRIAN CROSSWALK SIGNAL
(D)	= DEED DATA	PG(S)	= PAGE(S)
DB	= DEED BOOK	PL	= PROPERTY LINE
DBH	= DIAMETER BREAST HEIGHT	POB	= POINT OF BEGINNING
DNH	= DRAINAGE MAINHOLE	POC	= POINT OF COMMENCEMENT
EB	= ELECTRIC BOX	POL	= POINT ON LINE
ELEC	= ELECTRIC	PP	= POWER/UTILITY POLE
EOW	= EDGE OF WATER	PVC	= POLYVINYLCHLORIDE PIPE
EP	= EDGE OF PAVEMENT	PVCF	= PVC FENCE
EPM	= ELECTRIC PAINT MARK	RCP	= REINFORCED CONC PIPE
ERCP	= ELLIPTICAL REINFORCED CONCRETE PIPE	R/W	= RIGHT-OF-WAY
ESMT	= EASEMENT	RWM	= RIGHT-OF-WAY MAP
FPE	= FINISHED FLOOR ELEVATION	SEC	= SET 4"x4" CONCRETE MONUMENT
FI	= FIRE HYDRANT	SRN LB 8342	
FCM	= FOUND CONCRETE MONUMENT (AS NOTED)	SEC	= SECTION, TOWNSHIP AND RANGE
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	SHW	= SEASONAL HIGH WATER ELEVATION
FIR	= FOUND IRON ROD (AS NOTED)	SIR	= SET IRON ROD 1/2" LB 8342
FIND	= FOUND NAIL AND DISK (AS NOTED)	SMH	= SANITARY MAINHOLE
FINL	= FOUND NAIL	SND	= SET NAIL AND DISK LB 8342
FOB	= FIBER OPTIC BOX	SPM	= SANITARY PLANT MARK
FOP	= FOUND OPEN PIPE	SRD	= STATE ROAD DEPARTMENT
FOV	= FIBER OPTIC VAULT	S/W	= SIDEWALK
FPF	= FOUND FINCHED PIPE	WDF	= WOOD FENCE
FRS	= FOUND RAILROAD SPIKE	WM	= WATER METER
FXC	= FOUND X-CUT	WPM	= WATER PAINT MARK
GI	= GRATE INLET	WV	= WATER VALVE
GPM	= GAS PAINT MARK	TBM	= TEMPORARY BENCHMARK
GUY	= GUY ANCHOR	THH	= TRAFFIC HAND HOLE
GV	= GAS VALVE	TOB	= TOP OF BANK
IE	= INVERT ELEVATION	TOS	= TOE OF SLOPE
THH	= IRRIGATION HAND HOLE	TSB	= TRAFFIC SIGNAL BOX
IV	= IRRIGATION VALVE	TSP	= TRAFFIC SIGNAL POLE
(L)	= LEGAL DESCRIPTION DATA	TSV	= TRAFFIC SIGNAL VAULT
LP	= LIGHT POLE	VCP	= VITRIFIED CLAY PIPE
(M)	= MEASURED DATA	DIP	= DUCTILE IRON PIPE

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

**SCHEDULE B-II: (PER COMMITMENT)**

- ABBREVIATION LEGEND:**

- |      |  |       |                                    |
|------|--|-------|------------------------------------|
| AC   | = AIR CONDITIONER                      | MB    | = MASONRY                          |
| ADW  | = ASPHALT DRIVEWAY                     | MB    | = MAILBOX                          |
| BC   | = BACK OF CURB                         | MES   | = MITERED END SECTION              |
| BWF  | = WIRE OR BARBED WIRE FENCE            | MOL   | = MORE OR LESS                     |
| (C)  | = CALCULATED DATA                      | NAD   | = NORTH AMERICAN DATUM             |
| (C)C | = CABLE / TELECOMMUNICATIONS BOX       | NVD   | = NORTH AMERICAN VERTICAL DATUM    |
| CCR  | = CERTIFIED CORNER RECORD              | NGVD  | = NATIONAL GEODETIC VERTICAL DATUM |
| CDW  | = CONCRETE DRIVEWAY                    | NP    | = NORMAL POOL ELEVATION            |
| CLF  | = CHAIN LINK FENCE                     | NR    | = NON-RADIAL                       |
| CMP  | = CORRUGATED METAL PIPE                | OA    | = OVERALL                          |
| CO   | = CLEANOUT                             | OHW   | = OVERHEAD WIRE                    |
| CONC | = CONCRETE                             | ORB   | = OFFICIAL RECORDS BOOK            |
| CPB  | = CONDO PLAT BOOK                      | (P)   | = PLAT DATA                        |
| CPD  | = CORRUGATED PLASTIC PIPE              | PP    | = PROPERTY APPRAISERS OFFICE       |
| CSW  | = CONCRETE SIDEWALK                    | PB    | = PLAT BOOK                        |
| C/C  | = COVERED CONC                         | PED   | = PEDESTRIAN CROSSWALK SIGNAL      |
| (D)  | = DEED DATA                            | PG(S) | = PAGE(S)                          |
| DB   | = DEED BOOK                            | PL    | = PROPERTY LINE                    |
| DBH  | = DIAMETER BREAST HEIGHT               | POB   | = POINT OF BEGINNING               |
| DMH  | = DRAINAGE MANHOLE                     | POC   | = POINT OF COMMENCEMENT            |
| EB   | = ELECTRIC BOX                         | POL   | = POINT ON LINE                    |
| ELEC | = ELECTRIC                             | PP    | = POWER/UTILITY POLE               |
| EDW  | = EDGE OF WATER                        | PVC   | = POLY(VINYL)CHLORIDE PIPE         |
| EP   | = EDGE OF PAVEMENT                     | PVCF  | = PVC FENCE                        |
| EPM  | = ELECTRIC PAINT MARK                  | RCP   | = REINFORCED CONC PIPE             |
| ERCP | = ELLIPTICAL REINFORCED CONCRETE PIPE  | R/W   | = RIGHT-OF-WAY                     |
| ESMT | = EASEMENT                             | RWM   | = RIGHT-OF-WAY MAP                 |
| FE   | = FINISHED FLOOR ELEVATION             | SCM   | = SET 4"x4" CONCRETE MONUMENT      |
| FF   | = FIRE HYDRANT                         |       | PRM LB 8342                        |
| FCH  | = FOUND CONCRETE MONUMENT (AS NOTED)   | SEC   | = SECTION TOWNSHIP AND RANGE       |
| FDOT | = FLORIDA DEPARTMENT OF TRANSPORTATION | SHW   | = SEASONAL HIGH WATER ELEVATION    |
| FIR  | = FOUND IRON ROD (AS NOTED)            | SIR   | = SET IRON ROD 1/2" LB 8342        |
| FIL  | = FOUND NAIL AND DISK (AS NOTED)       | SMH   | = SANITARY MANHOLE                 |
| FIND | = FOUND NAIL                           | SND   | = SET NAIL AND DISK LB 8342        |
| FOB  | = FIBER OPTIC BOX                      | SPM   | = SANITARY PAINT MARK              |
| FOP  | = FOUND OPEN PIPE                      | SRD   | = STATE ROAD DEPARTMENT            |
| FOV  | = FIBER OPTIC VAULT                    | S/W   | = SIDEWALK                         |
| FP   | = FOUND PINCHED PIPE                   | WDF   | = WOOD FENCE                       |
| FRS  | = FOUND RAILROAD SPIKE                 | WM    | = WATER METER                      |
| FX   | = FOUND X-CUT                          | WPM   | = WATER PAINT MARK                 |
| GI   | = GRATE INLET                          | WV    | = WATER VALVE                      |
| GPM  | = GAS PAINT MARK                       | TBM   | = TEMPORARY BENCHMARK              |
| GUY  | = GUY ANCHOR                           | THH   | = TRAFFIC HAND HOLE                |
| GV   | = GAS VALVE                            | TOB   | = TOP OF BANK                      |
| IE   | = INVERT ELEVATION                     | TOS   | = TOE OF SLOPE                     |
| IHH  | = IRRIGATION HAND HOLE                 | TSB   | = TRAFFIC SIGNAL BOX               |
| IV   | = IRRIGATION VALVE                     | TSV   | = TRAFFIC SIGNAL POLE              |
| (L)  | = LEGAL DESCRIPTION DATA               | TSV   | = TRAFFIC SIGNAL VAULT             |
| LP   | = LIGHT POLE                           | VCP   | = VITRIFIED CLAY PIPE              |
| (M)  | = MEASURED DATA                        | DIP   | = DUCTILE IRON PIPE                |

Figure 1: Utility Symbols and Abbreviations. The figure consists of 15 schematic diagrams, each representing a different type of utility line or connection. Each diagram includes various symbols (circles, squares, rectangles, diamonds, etc.) and abbreviations (SV, SCO, SWS, SPM, BT, CWS, CPM, BFO, FOWS, FORM, GWS, GPM, ARV, RH, FDC, BO, WWS, WPM, RV, BARV, RFH, RFDC, RWS, RPM, SE, EWS, EPM, PP, DHW, PLP, UP, UWS, UPM, UGC, DCO, etc.).

Legend:

- = SIGN
- = MONITOR WELL

Diagram 1: SV, SCO, SWS, SPM. SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 2: BT, CWS, CPM. TELECOMMUNICATIONS MANHOLE, LINE, VAULT, BOX, HAND HOLE, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 3: BFO, FOWS, FORM. FIBER OPTIC VAULT, LINE, BOX, HAND HOLE, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 4: GWS, GPM. GAS MANHOLE, LINE, VALVE, METER, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 5: FDC, BO, WWS, WPM. WATER MANHOLE, LINE, VALVE, AIR RELEASE VALVE, METER, FIRE HYDRANT, FIRE DEPARTMENT CONNECTION, BLOW OFF, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 6: RV, BARV, RFH, RFDC, RWS, RPM. RECLAIMED WATER MANHOLE, LINE, VALVE, AIR RELEASE VALVE, METER, FIRE DEPARTMENT CONNECTION, BLOW OFF, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 7: SE, EWS, EPM. ELECTRIC MANHOLE, LINE, TRANSFORMER, VAULT, OUTLET, BOX, HAND HOLE, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 8: PP, DHW, PLP, UP. GUY ANCHOR, UTILITY POLE, PANEL, OVERHEAD WIRE, METER, POWER POLE WITH LIGHT, UTILITY POLE AND GUY POLE.

Diagram 9: UWS, UPM. UNKNOWN UTILITY MANHOLE, LINE, VAULT, BOX, HAND HOLE, WARNING SIGN & PAINT MARK IDENTIFYING PROBABLE LOCATION OF UTILITY.

Diagram 10: DCO. STORM SEWER MANHOLE, PIPE, GRATE INLET & CLEANOUT.

 = BOUNDARY  
 TDS- = TOE OF SLOPE  
 TOB- = TOP OF BANK  
 = RIGHT-OF-WAY  
 = CENTERLINE

TYPE OF SURVEY: BOUNDARY AND TOPOGRAPHIC SURVEY. THE INTENT OF THE TOPOGRAPHIC SURVEY IS TO SHOW A LIMITED NUMBER OF TRANSECTS TO FACILITATE COMPARISON WITH ULAR TOPOGRAPHIC DATA. ANY USE OF THIS SURVEY FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2061-4804933, DATED JUNE 30, 2020 @ 8:00AM (AND NOTED N/C THRU 2/5/21 @ 8:00 AM). SEE SCHEDULE B-II AND NOTES, THIS SHEET.

3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED OTHER THAN THOSE SHOWN HEREON. EASEMENTS OR RESTRICTIONS OF RECORD OTHER THAN THOSE SHOWN HEREON MAY EXIST.

4. NO EXCAVATION WAS PERFORMED TO VERIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND IMPROVEMENTS, STRUCTURES, OR FOUNDATIONS. UNDERGROUND UTILITIES IF SHOWN HEREON ARE SHOWN PER ABOVE GROUND EVIDENCE AND/OR RECORD DRAWINGS OR MUNICIPAL ATLAS INFORMATION AND THE LOCATION OF ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE ONLY. THIS DOCUMENT SHOULD NOT BE RELIED UPON FOR EXCAVATION OR CRITICAL DESIGN FUNCTIONS WITHOUT FIELD VERIFICATION OF UNDERGROUND UTILITY LOCATIONS. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST.

5. THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS, OR AREAS OF PROTECTED SPECIES OF VEGETATION EITHER NATURAL OR CULTIVATED.

6. THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

8. ADJOINING PROPERTY OWNERS AND RECORDING INFORMATION IS BASED ON THE COUNTY PROPERTY APPRAISER WEB SITE AND IS FOR INFORMATIONAL PURPOSES ONLY. NAMES AND RECORDING INFORMATION WAS OBTAINED ON 3/5/2021.

9. AT THE TIME OF THIS SURVEY THERE IS CURRENT EARTH MOVING WORK UNDER WAY ON THE SUBJECT PROPERTY.

10. INTERIOR IMPROVEMENTS ARE SHOWN ACCORDING TO THAT CERTAIN TOPOGRAPHIC SURVEY REFERENCED IN SURVEYOR'S NOTE 15(C) AND HAVE NOT BEEN RESURVEYED FOR THIS SURVEY.

11. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS QUALIFIED OTHERWISE.

12. BEARINGS AND STATE PLANE COORDINATES (FLORIDA WEST ZONE) SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM (NAD) 83(2011). CONTROL STATIONS UTILIZED ARE IDENTIFIED BY THE NATIONAL GEODETIC SURVEY (NGS) AS "K37 155" AND "L37 156", AS A MEANS OF REFERENCE THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 21 EAST, BEING N89°56'22"W, AS SHOWN HEREON.

13. HORIZONTAL CONTROL POSITIONS WERE DERIVED BY GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS UTILIZING A VIRTUAL REFERENCE STATION REAL TIME NETWORK SOLUTION AND ARE THE PRODUCT OF REDUNDANT OBSERVATION SESSIONS CONSISTING OF AT LEAST 60 EPOCHS EACH. THE MAXIMUM POSITIONAL UNCERTAINTY OF THE PHYSICAL CONTROL POINTS IS COMPUTED TO BE 0.05 FEET USING THE ALGEBRAIC SUM MEAN OF THE PROCESSED POSITIONS.

14. COORDINATES AND DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

15. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE FOLLOWING:

A) STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FOR SECTION NO. 14510-2152 (ROAD NO. 5-579) AS RECORDED IN ROAD PLAT BOOK 1, PAGE 279 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE RIGHT-OF-WAY FOR HAPPY HILL ROAD IS ACCORDING TO SAID RIGHT-OF-WAY MAP.

B) A TOPOGRAPHIC SURVEY OF THE SUBJECT PROPERTY TITLED "SUMMIT VUE" PREPARED BY FLORIDA LAND DESIGN & PERMITTING, INC., PROJECT NUMBER 2020-1039, DATED JUNE 5, 2020.

C) F7 2007 PASCO COUNTY HORIZONTAL CONTROL DENSIFICATION (L726) MAP FOR TOWNSHIP 34 SOUTH, RANGE 21 EAST, AS PREPARED BY DC JOHNSON ASSOCIATES, PROJECT NUMBER NO. 2008-1020A1, DATED 3/3/2008. CERTAIN SURVEYED SECTION CORNER POSITIONS WERE CALCULATED UTILIZING THIS MAP.

D) CERTIFIED CORNER RECORDS AS NOTED HEREON, AS PUBLISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

E) UNITED STATES GEOLOGICAL SURVEY TOPOGRAPHIC MAP OF DADE CITY, FLORIDA (2018). NAMES OF WATER BODIES SHOWN HEREON ARE ACCORDING TO SAID MAP.

16. BY SCALED DETERMINATION THE SUBJECT PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" (UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP, MAP NUMBER 12101C0280F, MAP EFFECTIVE DATE SEPTEMBER 26, 2014. AN ACCURATE ZONE DETERMINATION SHOULD BE MADE BY THE PREPARED OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENT AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE AS NOTED.

17. EXCEPT IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE, NUMERICAL EXPRESSIONS SHOWN HEREON TO THE NEAREST FOOT OR TENTH OF A FOOT ARE TO BE INTERPRETED AS HAVING A PRECISION TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

18. LAST DATE OF FIELD SURVEY: 11/23/2020

JOSEPH E. BECKMAN, PSM  
STATE OF FLORIDA LS720

D.R. HORTON, INC., A DELAWARE CORPORATION  
FIRST AMERICAN TITLE INSURANCE COMPANY  
BOOTH & COOK, P.A.  
SUMMIT VIEW, LLC

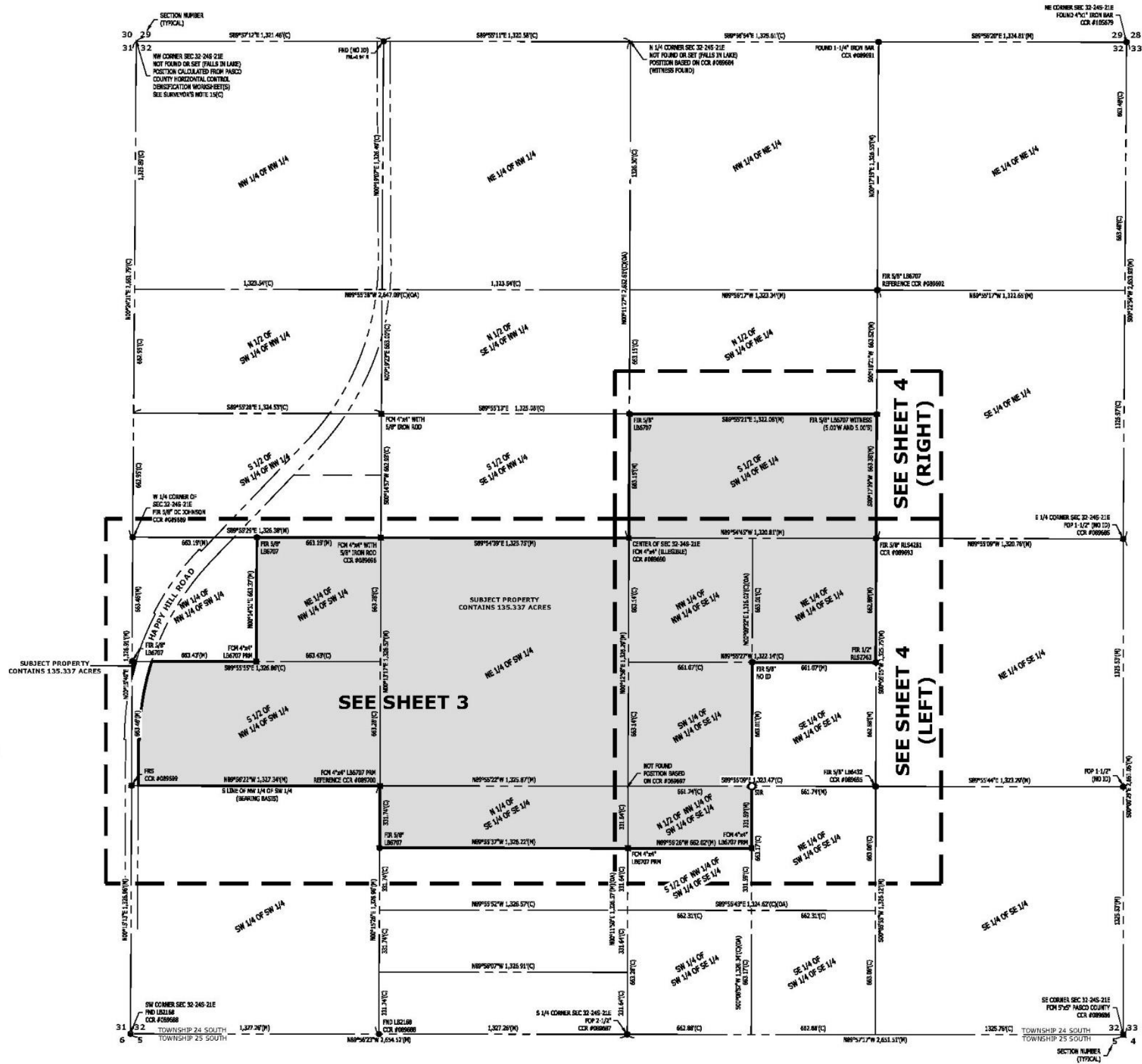
3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34555  
PHONE: (727) 478-2421  
www.fidandp.com  
E-mail: info@fidandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342



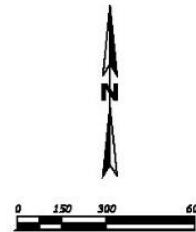
**Florida Land  
Design &  
Permitting**

Out R 2020 @ 2:54 AM W 1030 Boundary 1030 SW Boundary.dwg - Redman

— SUBJECT PROPERTY



KEY MAP AND SECTION BREAKDOWN SHEET



**Florida Land Design & Permitting**

3035 OCEAN BLVD. SUITE 100  
FORT MYERS, FL 33901  
PHONE: (772) 478-2421  
FAX: (772) 478-2422  
E-MAIL: info@fldesign.com  
Engineer # C-103848  
Surveyor # 18342

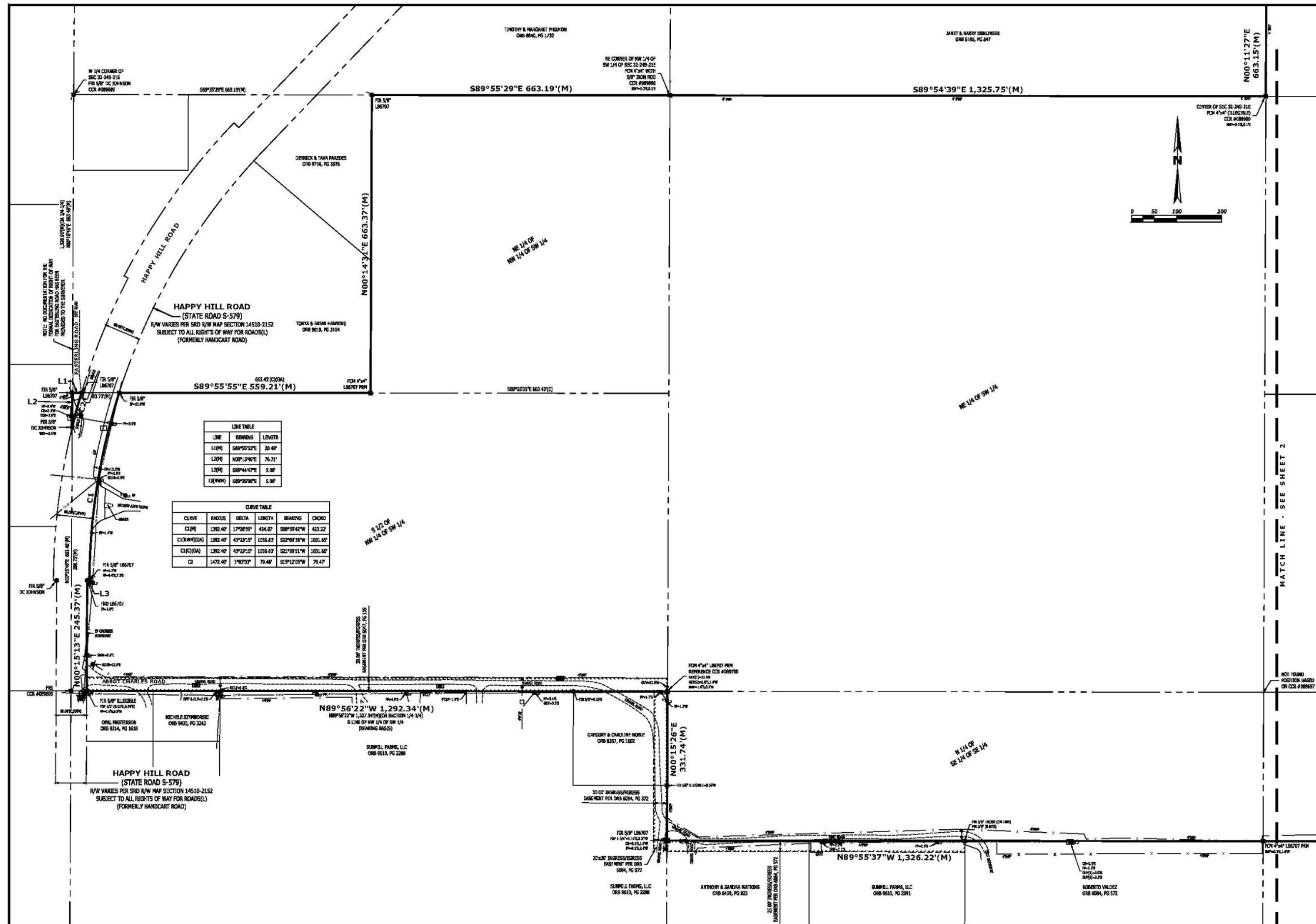
**SUMMIT VIEW, LLC**

34 E. LAKE ROAD #172  
PALM BEACH, FL 33480  
(561) 832-9920

**SUMMIT VIEW**

**BOUNDARY SURVEY**

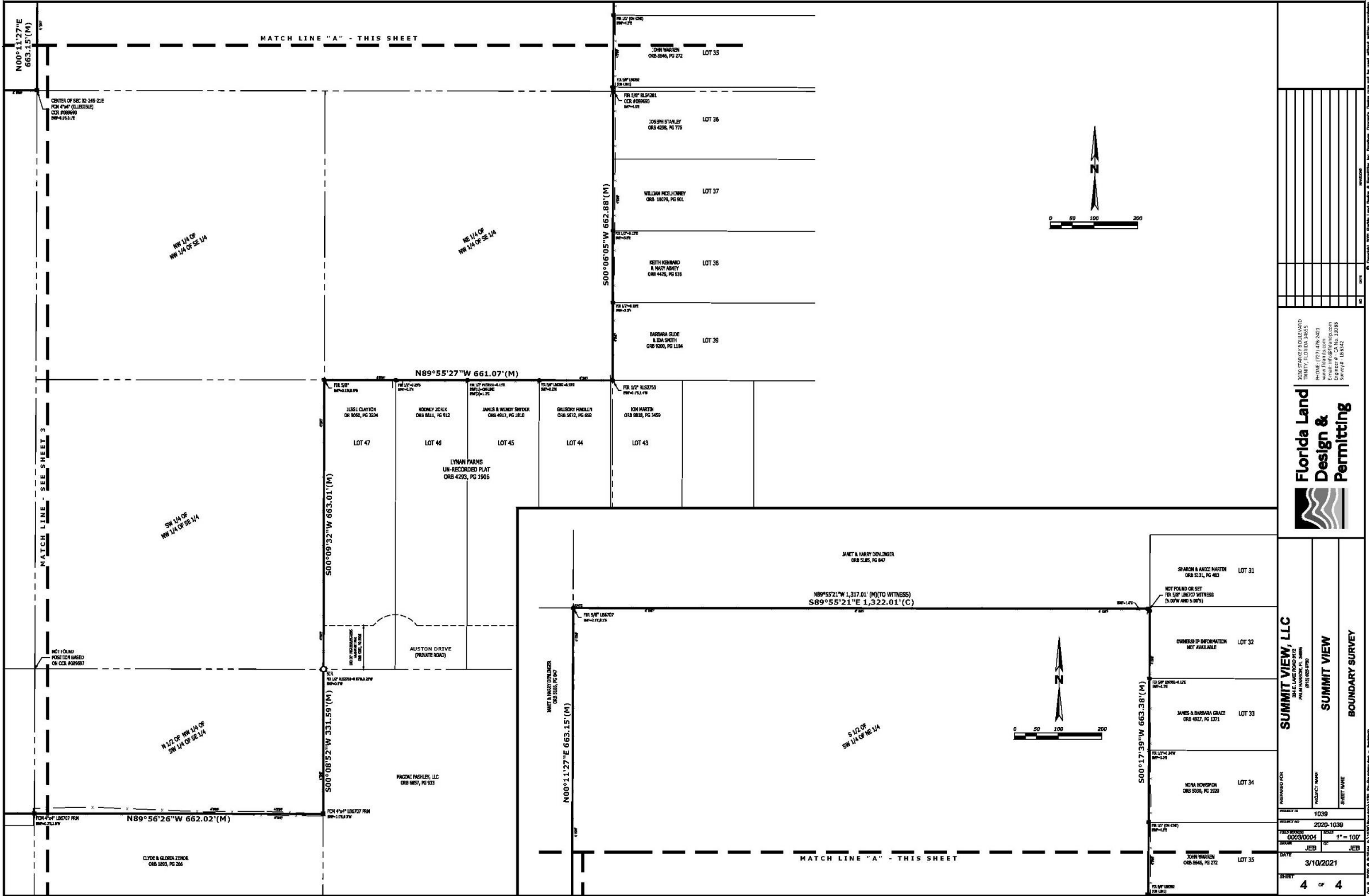
PROJECT NO.	1039
PROJECT NAME	2020-1039
DATE	0003/0004
BY	JEB
CHECKED BY	JEB
DATE	3/10/2021
SHEET	2 of 4



LINE TABLE		
LINE	BEARING	LENGTH
L1(M)	S89°55'33"E	20.49'
L2(M)	N00°15'46"E	76.71'
L3(M)	S89°44'47"E	5.00'
L3(RAIN)	S89°35'00"E	5.00'

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1(M)	1392.40'	17°28'59"	434.87	S08°59'42"W	423.22'
C1(WHM)(DA)	1392.40'	43°29'15"	1355.83	S22°09'38"W	1031.65'
C1(C)(DA)	1392.40'	43°29'15"	1355.83	S21°59'51"W	1031.65'
C2	1472.40'	31°05'33"	79.48'	S15°12'05"W	79.47'

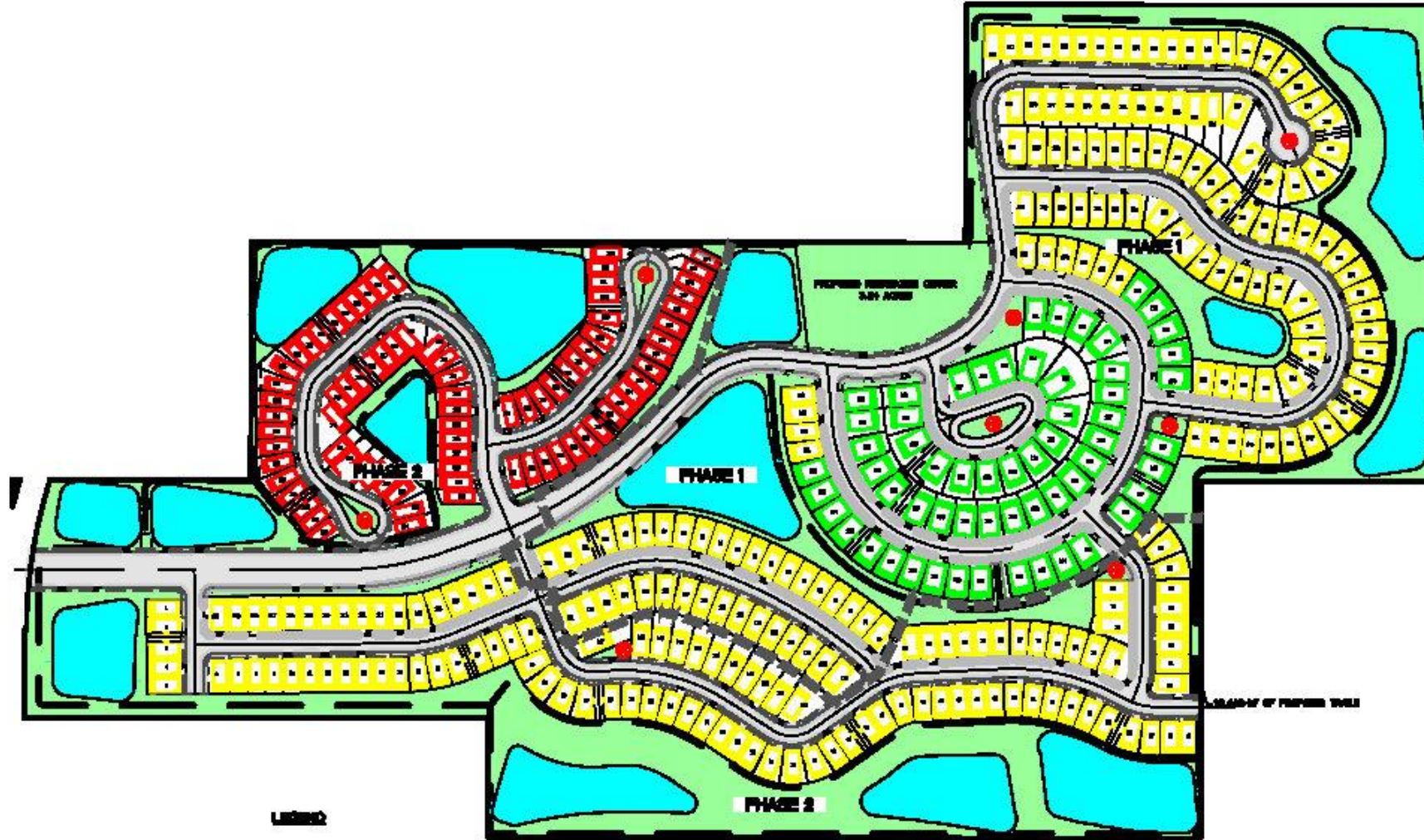
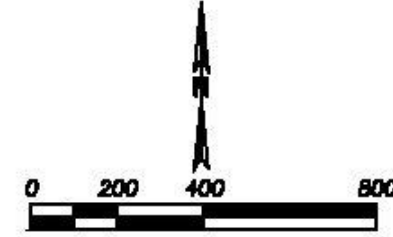
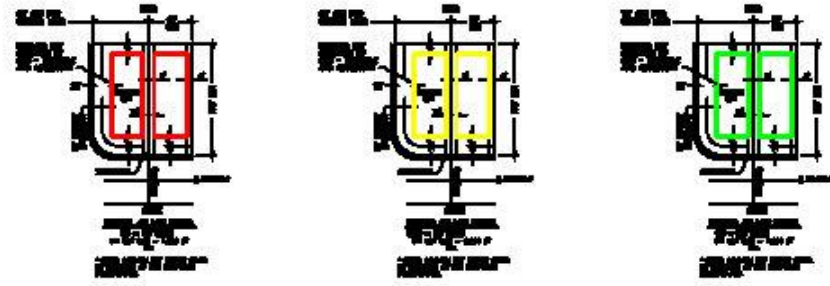
PREPARED FOR <b>SUMMIT VIEW, LLC</b> 3030 STARKETT BOULEVARD TRINITY, FLORIDA 34855 PHONE: (727) 478-2421 www.floridap.com E-mail: info@floridap.com Engineer # - CA No. 33048 Survey# - 163442		PROJECT NO. <b>1039</b>	
PROJECT NAME <b>SUMMIT VIEW</b>		SHEET NAME <b>BOUNDARY SURVEY</b>	
PROJECT NO. <b>2020-1039</b>		SCALE <b>1" = 100'</b>	
DRAWN <b>JEB</b>		DATE <b>3/10/2021</b>	
SHEET <b>3</b>		OF <b>4</b>	



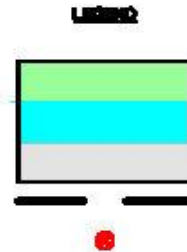
2020 STANLEY/ROULEAU THURTY, FLORIDA 34855 PHONE (772) 398-2421 E-mail: info@stanley.com Engineer # CA No. 33088 Survey # 10842	
Florida Land Design & Permitting	
SUMMIT VIEW, LLC 24 E. LAKE ROAD #112 PALM BEACH, FL 33480 (561) 855-0700	
SUMMIT VIEW BOUNDARY SURVEY	
PROJECT NO.	1039
PROJECT NAME	2020-1039
DATE	03/03/2021
BY	JEB
CHECKED BY	JEB
DATE	3/10/2021
SHEET	4 OF 4

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## **EXHIBIT “B”**



LANDSCAPE OPEN SPACE  
POND OPEN SPACE  
RIGHT OF WAY  
PROPOSED TRAILS  
MAIL MARKER



ACRES  
TOTAL OPEN SPACE 54.30 AC  
RIGHT OF WAY 21.75 AC  
TOTAL LOTS 58.30 AC  
TOTAL PARCELS 128.35 AC

SUMMIT VIEW LLC

2871 LANDSCAPE LLC  
CLARKSVILLE, TN 37040-4600  
PHONE: (615) 775-0000

SUMMIT VIEW

COMMUNITY DEVELOPMENT  
DISTRICT EXHIBIT B



PG 1039  
PRO 2020-1039  
DESIGNED EFR  
DRAWN EFR  
CHECKED PS  
DATE 02-26-2021  
SHEET 1 OF 1

## **EXHIBIT “C”**

### **LEGAL DESCRIPTION**

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS



Rizzetta & Company

# **Summit View Community Development District**

Master Special Assessment  
Allocation Report

12750 Citrus Park Lane  
Suite 115  
Tampa, FL 33625

[rizzetta.com](http://rizzetta.com)

March 19, 2021

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

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## I. INTRODUCTION

This Master Special Assessment Allocation Report (the “Master Report”) is being presented in anticipation of financing a capital infrastructure project by the Summit View Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Incorporated has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project.

The District plans to issue bonds in one series to fund a portion of the capital infrastructure project, herein referred as the Capital Improvement Program. This Master Report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all of the land uses within the District that will benefit from the Capital Improvement Program.

## II. DEFINED TERMS

**“Capital Improvement Program” or “CIP”** – Construction and/or acquisition of public infrastructure planned for the District. The total cost for the Capital Improvement Program is estimated to be \$14,546,900.42 as specified in the Engineer’s Report dated March 3, 2021. (**“Engineer’s Report”**).

**“Developer”** – Summit View, LLC.

**“District”** – Summit View Community Development District.

**“District Engineer”** – Florida Land Design & Permitting

**“End User”** – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

**“Equivalent Assessment Unit” or “EAU”** – Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

**“Master Engineer’s Report”** – Means the engineer’s report dated March 3, 2021 prepared by the District Engineer describing the CIP and an estimated cost thereof.

**“Maximum Assessments”** – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

**“Platted Units”** – Lands configured into their intended end-use and subject to a recorded plat.

**“Unplatted Parcels”** – Undeveloped lands or parcels that are not yet subject to a recorded plat in their final end-use configuration.



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### **III. DISTRICT INFORMATION**

The Summit View Community Development District was established by the City Commission of Dade City on July 12, 2005, pursuant to City Ordinance No. 2005-0894. The District encompasses approximately 135.35 acres and is located within Dade City and lies entirely in Section 32, Township 24 South, Range 21. The District is approximately 1 mile +/- north of State Road 52 on the east side of Happy Hill Road.

The District plans to issue bonds in one series to fund a portion of the Capital Improvement Program, as defined below. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the Capital Improvement Program. The current development plan for the District includes approximately 393 residential units. It is anticipated that all future 393 Platted Units within the boundaries of the District will benefit from the CIP and thus will be subject to the Series 2021 Assessments.

The District received a favorable bond validation judgement from the Sixth Judicial Circuit of the State of Florida on September 21, 2005, in case No. 51-2005-CA002129 ES, Section B.

Table 1 illustrates the District's preliminary development plan.

### **IV. CAPITAL IMPROVEMENT PROGRAM**

Pursuant to the Master Engineer's Report, the District's Capital Improvement Program includes, but is not limited to, roadway improvements, a stormwater management system, utilities (water and sewer), utility impact fees, hardscape/landscape, undergrounding of electrical conduit, recreational walking trails and is estimated to cost \$14,546,900.42 as shown in detail on Table 2. It is expected that the District will issue bonds in the immediate future to fund a portion of the CIP, with the balance funded by the Developer or other sources.

### **V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS**

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the District. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to certain assessable lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.



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## A. Benefit Analysis

Improvements undertaken by the District, as more clearly described in the Master Engineer's Report, create both special benefits and general benefits. The general benefits also inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District or within designated assessment areas within the District, or more precisely defined as the land uses which specifically receive benefit from the CIP as described in the report.

It is anticipated that the CIP will provide special benefit to the assessable lands within the District. As described in the Master Engineer's Report, "The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and the CIP will function as a system of improvements benefitting all lands within the District."

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the assessments as long as the manner in which the board allocates the assessments is fairly and reasonably determined.

Florida Statute 170.201 states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or
- (b) An alternative methodology, so long as the amount of the assessment for each parcel of land is not in excess of the proportional benefits as compared to other assessments on other parcels of land.

Based on evaluation of Master District Engineer's Report, and in consultation with the Developer regarding the CIP, and by resolution of the Board of Supervisors, it has been determined that the manner in which the governing body of the District believes it is in the District's best interest to allocate the assessments for the bonds to be issued by the District is to be based on the front footage of each Platted Unit. This method of EAU allocation meets statutory requirements and is generally accepted in the industry.

Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use. These EAU factors, which utilize a 50' lot frontage as the standard lot size, are provided on Table 3. As described further herein, and based in part on the report of the District Engineer, it is our professional opinion that the Maximum Assessments are supported by sufficient benefit from the CIP, and that the Maximum Assessments are fairly and reasonably allocated to all



assessable properties subject to the Maximum Assessments.

## **B. Anticipated Bond Issuance**

As described above, it is expected that the District will issue bonds in one series to fund a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy maintenance special assessments and collect payments related to the operations and maintenance of the District.

A maximum bond sizing is included in Table 4 of this report. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which the entire portion of the CIP is funded with bond proceeds. However, the District is not obligated to issue bonds at this time, is not obligated to finance the total CIP, and similarly may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities and structures up to the maximum principal amount. Table 5 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

## **C. Maximum Assessment Methodology**

Initially, the District will be imposing a Master Assessment lien based on the maximum benefit conferred on each parcel by the CIP. Accordingly, Table 6 reflects the Maximum Assessment per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the standard long-term special assessments levied against the assessable property owners within the District will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

All of the lands within the District are subject to the Maximum Assessments and are Unplatted Parcels. Assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

Until all the land within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not



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determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; (3) until the lands are sold, it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

This Master Report is intended to establish, without the need for a further public hearing, the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the CIP referenced herein. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

In the event Unplatted Parcels (“Transferred Property”) are sold to a third party not affiliated with the project developer, assessments will be assigned to the Transferred Property based on the maximum total number of Platted Units assigned by the project developer to that Transferred Property, subject to review by the District’s methodology consultant to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with the methodology in this Master Report. The owner of the Transferred Property will be responsible for the total assessments applicable to the Transferred Property, regardless of the total number of Platted Units ultimately actually platted. These total assessments are fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the special assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.



#### **D. True-Up Determination & Payments**

This Master Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the lands within the District. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified herein, the District shall allocate the assessments to the product types being platted and the remaining property in accordance with this Master Report and cause the assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of assessments able to be assigned to the planned units described in the Master Report, and located within the District or designated assessment area, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in assessments resulting from the reduction of planned units. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include any applicable accrued interest pursuant to the applicable bond trust indenture.

For further detail on the true-up process, please refer to the applicable agreement and applicable assessment resolution(s).

#### **VI. ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Incorporated makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Incorporated, does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Incorporated, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



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**EXHIBIT A:**

**ALLOCATION METHODOLOGY**



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**SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 1: CURRENT DEVELOPMENT PLAN**

<b>PRODUCTS</b>	<b>LOT SIZE</b>	<b>EAU</b>	<b>TOTAL UNITS</b> (1)
Single Family 40'	40'	0.80	81
Single Family 50'	50'	1.00	278
Single Family 60'	60'	1.20	47
<b>TOTAL:</b>			<b>406</b>

**(1) Product totals are shown for illustrative purposes and not fixed per product type. Development plan is subject to change with land platting.**

**SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 2: TOTAL CIP COST DETAIL**

<b>DESCRIPTION</b>	<b>TOTAL ESTIMATED COST</b>
Roadways	\$2,267,093.19
Stormwater Management	\$4,861,314.33
Utilities (Water and Sewer)	\$2,390,913.92
Utilities Impact Fees	\$2,068,752.00
Hardscape/Landscape	\$170,000.00
Undergrounding of Conduit	\$110,075.00
Recreational Amenities Walking Trails	\$100,000.00
Professional Services	\$1,452,788.27
Off-Site Master Improvements	\$433,254.17
Contingency (5%)	\$692,709.54
<b>Total CIP Construction Costs</b>	<b><u>\$14,546,900.42</u></b>

**NOTE:** Infrastructure cost estimates provided by the District Engineer.

**SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 3: TOTAL CIP COST/BENEFIT ALLOCATION**

<b>PRODUCTS</b>	<b>EAU FACTOR</b>	<b>UNITS</b>	<b>TOTAL EAU</b>	<b>% of EAU</b>	<b>TOTAL COST (1)</b>	<b>PER UNIT COST</b>
Single Family 40'	0.80	81	64.80	16.23%	\$2,361,321	\$29,152
Single Family 50'	1.00	278	278.00	69.64%	\$10,130,357	\$36,440
Single Family 60'	1.20	47	56.40	14.13%	\$2,055,223	\$43,728
		<b>406</b>	399.20	100.00%	<b>\$14,546,900</b>	

(1) Total costs shown for illustrative purposes and are not fixed per product type.

**SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS**

Estimated Coupon Rate	5.000%
Maximum Annual Debt Service ("MADS")	\$1,047,003
<b>SOURCES:</b>	
<b>ESTIMATED PRINCIPAL AMOUNT</b>	<b>\$16,095,000 (1)</b>
Total Net Proceeds	\$16,095,000
<b>USES:</b>	
Construction Account	(\$14,546,900)
Debt Service Reserve Fund	(\$1,047,003)
Costs of Issuance	(\$179,197)
Underwriter's Discount	(\$321,900)
Total Uses	(\$16,095,000)

(1) The District is not obligated to issue this amount of bonds.

**TABLE 5: FINANCING INFORMATION - MAXIMUM ASSESSMENTS**

Estimated Interest Rate	5.000%
<b>Maximum Initial Principal Amount</b>	<b>\$16,095,000</b>
Aggregate Annual Installment	\$1,047,003 (1)
Estimated County Collection Costs	2.00% \$22,277 (2)
Maximum Early Payment Discounts	4.00% \$44,553 (2)
Estimated Total Annual Installment	\$1,113,833

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**SUMMIT VIEW  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)**

<b>PRODUCT</b>	<b>UNITS</b>	<b>EAU FACTOR</b>	<b>PRODUCT TOTAL PRINCIPAL (2)</b>	<b>PER UNIT PRINCIPAL</b>	<b>PRODUCT ANNUAL INSTLMT. (2)(3)</b>	<b>PER UNIT ANNUAL INSTLMT. (3)</b>
Single Family 40'	81	0.80	\$2,612,615	\$32,255	\$180,803	\$2,232
Single Family 50'	278	1.00	\$11,208,442	\$40,318	\$775,665	\$2,790
Single Family 60'	47	1.20	\$2,273,943	\$48,382	\$157,365	\$3,348
<b>TOTAL</b>	<b>406</b>		<b>\$16,095,000</b>		<b>\$1,113,833</b>	

(1) Represents maximum assessments based on total CIP and allocated by EAU. Actual imposed amounts may be lower.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
MAXIMUM ASSESSMENT LIEN ROLL (1)**

<b>PARCEL ID NO.</b>	<b>ACREAGE</b>	<b>MAXIMUM PRINCIPAL/ACRE</b>	<b>MAXIMUM ANNUAL INSTALLMENT/ACRE<sup>(1)</sup></b>
See attached legal description	1	\$118,913.93	\$8,229.28
<hr/>			
Total:		135.35	\$16,095,000
			\$1,113,833

(1) The allocation of the maximum assessment lien applied to each parcel above is based on units determined by the gross acreage of the parcel. As described in the Master Special Assessment Allocation Report, as parcels are platted, the assessments will be allocated in accordance with the allocation methodology described in the Report.

### **LEGAL DESCRIPTION**

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 ALL IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALL OF SAID PROPERTY BEING SITUATE IN PASCO COUNTY, FLORIDA.

SUBJECT TO ALL RIGHTS OF WAY FOR ROADS

## RESOLUTION 2021-30

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (“**District**”) is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, located entirely within the City of Dade City, Florida; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District’s *Master Engineer’s Report*, dated March \_\_\_, 2021, attached hereto as **Exhibit A** and incorporated herein by reference (and the improvements contained therein, the “**Project**”); and

**WHEREAS**, it is in the best interest of the District to pay all or a portion of the cost of the Project by special assessments pursuant to Chapter 190, *Florida Statutes* (“**Assessments**”); and

**WHEREAS**, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy and collect the Assessments; and

**WHEREAS**, as set forth in the *Master Special Assessment Allocation Report*, dated March \_\_\_, 2021, attached hereto as **Exhibit B** and incorporated herein by reference and on file at Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District Records Office**”), the District hereby finds and determines that:

- (i) benefits from the Project will accrue to the property improved,
- (ii) the amount of those benefits will exceed the amount of the Assessments, and
- (iii) the Assessments are fairly and reasonably allocated.

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

**1. AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

**2. DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake all or a portion of the Project and to defray all or a portion of the cost thereof by the Assessments.

**3. DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

**4. DECLARING THE TOTAL ESTIMATED COST OF THE PROJECT, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A.** The total estimated construction cost of the Project is \$14,101,796.37 (“**Estimated Cost**”).
- B.** The Assessments will defray approximately \$14,775,000, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**.
- C.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect

Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED.** The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Project and the estimated cost of the Project, all of which are open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two (2) public hearings to be held as follows:

**NOTICE OF PUBLIC HEARINGS**

---

DATE: \_\_\_\_\_, 2021  
TIME: \_\_\_\_\_ a.m.  
LOCATION: Offices of Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Pasco County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all

assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Pasco County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 19th day of March, 2021.

**ATTEST:**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

**Exhibit A:** *Master Engineer's Report*, dated \_\_\_\_\_, 2021

**Exhibit B:** *Master Special Assessment Allocation Report*, dated \_\_\_\_\_, 2021

**Exhibit A**  
*Engineering Report*, dated \_\_\_\_\_, 2021

\_\_\_\_\_, 2021

Summit View Community Development District  
c/o Matt Huber, District Manager  
Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544

RE: Acquisition of Work Product and Stormwater Improvements– Master Project

Dear Mr. Huber:

Summit View, LLC (“**Developer**”) wishes to convey to the District certain work product (“**Work Product**”) associated with public improvements and certain stormwater improvements (“**Improvements**”) for the Master Project, as described in the District’s \_\_\_\_\_ *Engineer’s Report* dated \_\_\_\_\_, 2021, and as further described in **Exhibit A** attached hereto. In accordance with that certain *Acquisition Agreement*, dated March 19, 2021, Developer wishes to convey the Work Product and Improvements to Summit View Community Development District with the understanding that should the District issue bonds in the future, the Developer may be entitled to up to \$ \_\_\_\_\_ in payment for the Work Product and Improvements, representing the actual cost of creating the Work Product and constructing the Improvements.

Sincerely,

**SUMMIT VIEW, LLC**

By: JES Properties, Inc., its Manager

By: \_\_\_\_\_  
Name: Douglas Weiland  
Its: President

cc: Jennifer Kilinski, District Counsel  
Florida Land Design & Permitting, Inc., District Engineer

## **EXHIBIT A**

### **Description of Improvements to be Acquired by CDD:**

***Stormwater Improvements:*** All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Summit View Master Project, along with all related work product associated with said improvements, and all located on portions of the real property described in the following legal description:

**[INSERT LEGAL DESCRIPTION]**

### **Acquisition Cost:**

<b>Improvement</b>	<b>Acquisition Cost</b>
Master Project Stormwater – Keene Services, Inc.	\$158,739.30
<b>TOTAL</b>	<b>\$158,739.30</b>

**AFFIDAVIT REGARDING COSTS PAID  
ACQUISITION OF WORK PRODUCT AND STORMWATER IMPROVEMENTS**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, Douglas Weiland, of Summit View, LLC, a Florida limited liability company (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is Douglas Weiland and I am President of JES Properties, Inc., as Manager of Summit View, LLC, a Florida limited liability company (the “**Developer**”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the owner and developer of certain lands within the Summit View Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. Pursuant to contracts in place between Developer and certain contractors, construction related professionals, and engineers, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to create work product and develop improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. Developer owns the work product associated with the Master Project, including work product created by Florida Design Consultants, Inc. (“FDC”), and Florida Land Design & Permitting, as successor engineer to FDC. As the owner of the work product, Developer has the rights to the work product necessary to convey the work product to the District for its intended purposes.
6. The attached **Exhibit A** accurately identifies the work product related to the Master Project that has been acquired to date and states the amounts spent to produce and/or acquire such work product. Notwithstanding anything to the contrary herein, to the extent any certain amounts are still owed to contractors or professionals, Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
7. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SUMMIT VIEW, LLC**

By: JES Properties, Inc., its Manager

By:

\_\_\_\_\_  
Name: Douglas Weiland

Its: President

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**Exhibit A – Description of Work Product**

## **EXHIBIT A**

### **Description of Improvements to be Acquired by CDD:**

***Stormwater Improvements:*** All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Summit View Master Project, including all related work product, and all as is located on portions of the real property described in the following legal description:

**[INSERT LEGAL DESCRIPTION]**

### **Acquisition Cost:**

<b>Improvement</b>	<b>Acquisition Cost</b>
Master Project Stormwater – Keene Services, Inc.	\$158,739.30
<b>TOTAL</b>	<b>\$158,739.30</b>

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE  
IMPROVEMENTS AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT  
TERMS FOR THE CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the \_\_\_\_ day of \_\_\_\_\_, 2021, by **Keene Services, Inc.**, having offices located at 4002 Broad Street, Brooksville, Florida 34604 (“**Contractor**”), in favor of the **Summit View Community Development District** (“**District**”), which is a local unit of special-purpose government situated in Dade City, Florida, and having offices located 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

**SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES.** Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “**Improvements**”) for Summit View, LLC, a Florida limited liability company, a developer of lands within the District (the “**Developer**”). A copy of the contract for the construction of said Improvements is attached as **Exhibit A** (“**Construction Contract**”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

**SECTION 6. EFFECTIVE DATE.** This Acquisition and Warranty Acknowledgement shall take effect upon execution.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
[print name]

\_\_\_\_\_

\_\_\_\_\_  
[print name]

**KEENE SERVICES, INC.,**  
a Florida corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT A**

## **EXHIBIT B**

***Stormwater Improvements:*** All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Summit View Master Project, all located on portions of the real property described in the following legal description:

**[INSERT LEGAL DESCRIPTION]**

**Contractor's Final Waiver and Release of Lien  
(Upon Final Payment)**

KNOW ALL MEN BY THESE PRESENTS:

That the contractor described in Exhibit A attached hereto (the “**Contractor**”), for and in consideration of the payment of the sum shown on Exhibit A, and other good and valuable consideration paid by Summit View, LLC (the “**Owner**”), the receipt of which is hereby acknowledged, hereby forever releases, waives and quit claims to the said Owner, and its successors and assigns, including, but not limited to, Summit View Community Development District (the “**CDD**”), all liens, lien rights, claims or demands of any kind whatsoever, which Contractor now has or might have against Owner, the CDD, or their successors or assigns, or the improvements more particularly described on Exhibit A (the “**Improvements**”) on account of construction or installation of any of said Improvements on the real property described in Exhibit A (the “**Property**”).

That the undersigned has the right and authority to execute this Final Waiver and Release of Lien on behalf of the Contractor. That this is a waiver of all lien rights and other claims which Contractor has against the Improvements, the Property, the Owner and the CDD, and their successors and assigns, for all services performed with respect to the Improvements and Property, including, without limitation, extra work, delay claims, acceleration claims and change orders, and contractual claims for additional compensation which might be due for any labor, materials or equipment, and a representation that all subcontractors, suppliers, materialmen, equipment lessors and laborers of Contractor, who have furnished services for the Contractor with respect to the Improvements and/or the Property, have been paid in full for such services.

In consideration of the receipt of final payment in the amount stated in Exhibit A, Contractor hereby swears that all Improvements on the Property have been completed and are in accordance with the contract between Contractor and Owner with respect thereto, and that all subcontractors, suppliers, materialmen, equipment lessors and laborers under Contractor have been paid in full for all labor, services, material and equipment provided with respect to the Improvements and the Property.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, OWNER, THE CDD, AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER PARTIES, HAVE THE RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY, AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESSES:**

**Signed, sealed and delivered  
in the presence of:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**CONTRACTOR:**

**KEENE SERVICES, INC.,**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of Keene Services, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me.

**NOTARY STAMP OR SEAL:**

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_

**Exhibit A**

**Descriptions of Contractor, Amount Paid and Improvements**

Contractor:                                **Keene Services, Inc.**

Amount Paid to Contractor:        \$158,739.30

Description of Improvements and Property:

All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Summit View Master Project, all located on portions of the real property described in the following legal description:

**[INSERT LEGAL DESCRIPTION]**

**BILL OF SALE  
STORMWATER IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that **Summit View, LLC**, a Florida limited liability company, whose address for purposes hereof is 605 Commonwealth Avenue, Orlando, Florida 32803 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Summit View Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 313 Campus Street, Celebration, Florida 34747, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Summit View Master Project, and all related work product associated therewithin, including as-builts, plans, contracts, and other documents, and all as located on portions of the real property described in the following legal description:

**[INSERT LEGAL DESCRIPTION]**

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this \_\_\_\_ day of \_\_\_\_\_, 2021.

Signed, sealed and delivered  
in the presence of:

**SUMMIT VIEW, LLC,**  
a Florida limited liability company

By: JES Properties, Inc., a Florida corporation,  
its Manager

Witnessed:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Douglas Weiland  
Print Title: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Douglas Weiland as President of President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, on behalf of the limited liability company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.  
HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

---

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by **Summit View, LLC**, a Florida limited liability company, whose address is 334 East Lake Road, Suite 172, Palm Harbor, Florida 34685, hereinafter called the “**Grantor**,” to **Summit View Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544., hereinafter called the “**Grantee**” (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”):

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

**WITNESSETH:**

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco County, Florida, described as follows:

**[INSERT LEGAL DESCRIPTION]** (collectively, the “**Property**”).

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

Such conveyance is also subject to the terms and provisions of that certain Master Dock Easement Agreement by and between the Parties executed and recorded contemporaneously herewith.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

**SUMMIT VIEW, LLC,**  
a Florida limited liability company

By: JES Properties, Inc., a Florida corporation,  
its Manager

Witnessed:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Douglas Weiland  
Print Title: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Douglas Weiland as President of President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, on behalf of the limited liability company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

Personally known: \_\_\_\_\_  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_  
\_\_\_\_\_

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

**DISTRICT ENGINEER'S CERTIFICATION**

\_\_\_\_\_, 2021

Board of Supervisors  
Summit View Community Development District

Re: Summit View Community Development District (Pasco County, Florida)  
Acquisition of Stormwater Improvements

Ladies and Gentlemen:

The undersigned, a representative of Florida Land Design & Permitting, Inc., ("**District Engineer**"), as District Engineer for Summit View Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Summit View, LLC ("**Developer**") of certain public improvements, all as more fully described in that certain bill of sale ("**Bill of Sale**" and improvements therein, the "**Improvements**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements, as well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.
2. In my opinion, the Improvements are consistent with the scope of the District's original capital improvement plan as set forth in the Engineer's Report for the District; were installed in accordance with their specifications; and are capable of performing the functions for which they were intended.
3. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
4. The Improvements specifically benefit property within the boundaries of the District.
5. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Paul Skidmore  
Florida Land Design & Permitting, Inc.  
Florida Registration No. \_\_\_\_\_  
District Engineer

**STATE OF FLORIDA  
COUNTY OF PASCO**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Paul Skidmore of Florida Land Design & Permitting, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and ☐ did or ☐ did not take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Description of Improvements to be Acquired by CDD:**

***Stormwater Improvements:*** All pond/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities in and for the development of Summit View Master Project, including all related work product, and all as is located on portions of the real property described in the following legal description:

### **Acquisition Cost:**

<b>Improvement</b>	<b>Acquisition Cost</b>
Master Project Stormwater	\$158,739.30
<b>TOTAL</b>	<b>\$158,739.30</b>

## **Tab 8**

## ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT

**Assignor:** Summit View, LLC  
**Assignee:** Summit View Community Development District  
**Professional:** Davris, Inc.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Summit View, LLC ("**Assignor**") does hereby transfer, assign and convey unto the Summit View Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under the *Proposal for Professional Surveying Services*, dated December 18, 2020 ("**Agreement**"), by and between Assignor and Davris, Inc. ("**Professional**"), providing for certain professional services related to a project known and identified as the Summit View Master Project ("**Project**").

Assignee does hereby assume all obligations of Assignor under the Agreements arising or accruing after the date hereof, but only to the extent that the Agreement relates to the District's capital improvement plan. Professional hereby consents to the assignment of the Agreements and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in *Addendum to Professional Services Agreement* ("**Addendum**"), attached hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement and Addendum, the terms and conditions of the Addendum shall prevail.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

### SUMMIT VIEW, LLC

By: JES Properties, Inc., its Manager

By: \_\_\_\_\_  
Printed Name: Douglas Weiland  
Title: President

### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### DAVRIS, INC.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **ADDENDUM (“ADDENDUM”) TO PROFESSIONAL SERVICES AGREEMENT**

**1. ASSIGNMENT.** This Addendum applies to the *Proposal for Professional Surveying Services*, dated December 18, 2020 (“PSA”) to the extent assigned by Davris, Inc. (“**Professional**”) to the Summit View Community Development District (“**District**” or “**Owner**”). To the extent the terms of the original PSA conflicts with this Addendum, the terms of this Addendum shall control.

**2. TRUTH-IN-NEGOTIATION CERTIFICATE.** Pursuant to Section 287.055, Florida Statutes, and for any lump-sum or cost-plus-a-fixed-fee professional services over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, either authorized initially or as a change order under the PSA, the Professional shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the PSA.

**3. REUSE OF DOCUMENTS.** All documents including drawings, plans and specifications furnished by Professional to Owner are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the PSA, all payments to the Professional shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Professional shall make payments due to subconsultants within ten (10) days. All payments due and not made within the time prescribed by Section 218.74, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance.

**5. SOVEREIGN IMMUNITY.** Nothing in the PSA shall be deemed as a waiver of the Owner’s sovereign immunity or the Owner’s limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the PSA shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**6. NO LIEN RIGHTS.** Professional agrees that the Owner is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner or the Owner’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project.

**7. NOTICES.** Notices provided to the Owner pursuant to the PSA shall be provided to the following individuals:

District:	Summit View Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 Attn: District Manager
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With a copy to:	Hopping Green & Sams, PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
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**8. COMPLIANCE WITH STATE AND OTHER LAWS.** In the performance of this Agreement, the Professional must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**9. PUBLIC RECORDS.** Professional understands and agrees that all documents of any kind provided to the Owner in connection with this PSA may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Professional agrees to comply with all such laws, and cooperate with the Owner in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Professional shall promptly notify the Owner in the event that the Professional receives a request for any such records. To the extent applicable, the provisions of Section 119.0701, Florida Statutes are incorporated herein by this reference.

**IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER, SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT, C/O RIZZETTA & COMPANY, INC., 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544, MHUBER@RIZZETTA.COM, (813) 994-1001.**

**10. SCRUTINIZED COMPANIES STATEMENT.** Pursuant to Section 287.135(2), Florida Statutes, Professional represents that Professional has not been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (together, "**Scrutinized Companies Lists**"), and is not engaged in business operations in Cuba or Syria. If the Professional or any of its Subconsultants is found to have falsely represented its status under Section 287.135(5), Florida Statutes, or has been placed on any of the Scrutinized Companies Lists or has been engaged in business operations in Cuba or Syria, the Professional shall immediately notify the District, at which time District may immediately terminate the PSA or may require the Professional, at the Professional's expense, to terminate any contractual relationship with any such Subconsultants.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Pursuant to Section 287.133, Florida Statutes, Professional acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Professional represents that neither itself nor any subconsultants retained hereunder

meet any of the prohibited criteria set forth in Section 287.133, Florida Statutes. If the Professional or any of its subconsultants is found to have falsely represented its status under Section 287.133, Florida Statutes, or later been placed on the convicted vendor list, the Professional shall immediately notify the District, at which time District may immediately terminate the PSA or may require the Professional, at the Professional's expense, to terminate any contractual relationship with any such subconsultants.

**12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**13. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

*[SIGNATURES TO FOLLOW]*

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**DAVRIS, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUMMIT VIEW COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LANDOWNER’S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Dr. Douglas Weiland of Summit View, LLC (“**Landowner**”), who, after being first duly sworn, deposes and says:

- (i) I, Dr. Douglas Weiland, serve as President for Landowner and am authorized to make this affidavit on its behalf. The agreement (“**Agreement**”) between Landowner and Davris, Inc. (“**Contractor**”), dated \_\_\_\_\_, 2021, is contemporaneous with execution of this Affidavit being assigned to the Summit View Community Development District (“**District**”), and this Affidavit and Agreement is intended to further document such assignment.
- (ii) The Agreement was informally competitively bid prior to its execution and is competitively priced.
- (iii) Landowner, in consideration for the District’s acceptance of an assignment of the Agreement agrees to indemnify and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Agreement.
- (iv) Landowner represents and warrants that there are no outstanding liens or claims relating to the Agreement.
- (v) Landowner represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement.

*[SIGNATURES TO FOLLOW]*

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of March, 2021.

**WITNESS:**

**SUMMIT VIEW, LLC**

a Florida limited liability company

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT**

**Assignor:** Summit View, LLC  
**Assignee:** Summit View Community Development District  
**Professional:** Faulkner Engineering Services, Inc.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Summit View, LLC (“**Assignor**”) does hereby transfer, assign and convey unto the Summit View Community Development District (“**District**” or “**Assignee**”), all of the rights, interests, benefits and privileges of Assignor under the *Proposal for Construction Materials Testing Services*, dated August 14, 2020 (“**Agreement**”), by and between Assignor and Faulkner Engineering Services, Inc. (“**Professional**”), providing for certain professional services related to a project known and identified as the Summit View Master Project (“**Project**”).

Assignee does hereby assume all obligations of Assignor under the Agreements arising or accruing after the date hereof, but only to the extent that the Agreement relates to the District’s capital improvement plan. Professional hereby consents to the assignment of the Agreements and all of Assignor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in *Addendum to Professional Services Agreement* (“**Addendum**”), attached hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement and Addendum, the terms and conditions of the Addendum shall prevail.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

**SUMMIT VIEW, LLC**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

By: JES Properties, Inc., its Manager

By: \_\_\_\_\_  
Printed Name: Douglas Weiland  
Title: President

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FAULKNER ENGINEERING SERVICES,  
INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **ADDENDUM (“ADDENDUM”) TO PROFESSIONAL SERVICES AGREEMENT**

**1. ASSIGNMENT.** This Addendum applies to the *Proposal for Construction Materials Testing Services*, dated August 14, 2020 (“PSA”) to the extent assigned by Faulkner Engineering Services, Inc. (“Professional”) to the Summit View Community Development District (“District” or “Owner”). To the extent the terms of the original PSA conflicts with this Addendum, the terms of this Addendum shall control.

**2. TRUTH-IN-NEGOTIATION CERTIFICATE.** Pursuant to Section 287.055, Florida Statutes, and for any lump-sum or cost-plus-a-fixed-fee professional services over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, either authorized initially or as a change order under the PSA, the Professional shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the PSA.

**3. REUSE OF DOCUMENTS.** All documents including drawings, plans and specifications furnished by Professional to Owner are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the PSA, all payments to the Professional shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Professional shall make payments due to subconsultants within ten (10) days. All payments due and not made within the time prescribed by Section 218.74, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance.

**5. SOVEREIGN IMMUNITY.** Nothing in the PSA shall be deemed as a waiver of the Owner’s sovereign immunity or the Owner’s limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the PSA shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**6. NO LIEN RIGHTS.** Professional agrees that the Owner is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner or the Owner’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project.

**7. NOTICES.** Notices provided to the Owner pursuant to the PSA shall be provided to the following individuals:

District:	Summit View Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 Attn: District Manager
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With a copy to:	Hopping Green & Sams, PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301
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Attn: District Counsel

**8. COMPLIANCE WITH STATE AND OTHER LAWS.** In the performance of this Agreement, the Professional must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**9. PUBLIC RECORDS.** Professional understands and agrees that all documents of any kind provided to the Owner in connection with this PSA may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Professional agrees to comply with all such laws, and cooperate with the Owner in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Professional shall promptly notify the Owner in the event that the Professional receives a request for any such records. To the extent applicable, the provisions of Section 119.0701, Florida Statutes are incorporated herein by this reference.

**IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT MANAGER, SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT, C/O RIZZETTA & COMPANY, INC., 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544, MHUBER@RIZZETTA.COM, (813) 994-1001.**

**10. SCRUTINIZED COMPANIES STATEMENT.** Pursuant to Section 287.135(2), Florida Statutes, Professional represents that Professional has not been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (together, "**Scrutinized Companies Lists**"), and is not engaged in business operations in Cuba or Syria. If the Professional or any of its Subconsultants is found to have falsely represented its status under Section 287.135(5), Florida Statutes, or has been placed on any of the Scrutinized Companies Lists or has been engaged in business operations in Cuba or Syria, the Professional shall immediately notify the District, at which time District may immediately terminate the PSA or may require the Professional, at the Professional's expense, to terminate any contractual relationship with any such Subconsultants.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Pursuant to Section 287.133, Florida Statutes, Professional acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the

convicted vendor list. Professional represents that neither itself nor any subconsultants retained hereunder meet any of the prohibited criteria set forth in Section 287.133, Florida Statutes. If the Professional or any of its subconsultants is found to have falsely represented its status under Section 287.133, Florida Statutes, or later been placed on the convicted vendor list, the Professional shall immediately notify the District, at which time District may immediately terminate the PSA or may require the Professional, at the Professional's expense, to terminate any contractual relationship with any such subconsultants.

**12. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**13. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

*[SIGNATURES TO FOLLOW]*

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**FAULKNER ENGINEERING SERVICES, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SUMMIT VIEW COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LANDOWNER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Dr. Douglas Weiland of Summit View, LLC (**"Landowner"**), who, after being first duly sworn, deposes and says:

- (i) I, Dr. Douglas Weiland, serve as President for Landowner and am authorized to make this affidavit on its behalf. The agreement (**"Agreement"**) between Landowner and Faulkner Engineering Services, Inc. (**"Contractor"**), dated \_\_\_\_\_, 2021, is contemporaneous with execution of this Affidavit being assigned to the Summit View Community Development District (**"District"**), and this Affidavit and Agreement is intended to further document such assignment.
- (ii) The Agreement was informally competitively bid prior to its execution and is competitively priced.
- (iii) Landowner, in consideration for the District's acceptance of an assignment of the Agreement agrees to indemnify and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, **"Indemnitees"**), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Agreement.
- (iv) Landowner represents and warrants that there are no outstanding liens or claims relating to the Agreement.
- (v) Landowner represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement.

*[SIGNATURES TO FOLLOW]*

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of March, 2021.

**WITNESS:**

**SUMMIT VIEW, LLC**

a Florida limited liability company

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ASSIGNMENT OF CONSTRUCTION CONTRACT  
MASTER INFRASTRUCTURE PROJECT**

Assignor: Summit View, LLC (“**Assignor**”)  
Owner/Assignee: Summit View Community Development District (“**Assignee**”)  
Contractor: Deeb, Inc. (“**Contractor**”)  
Contract: Master Infrastructure Project (“**Contract**” or “**Project**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Additionally, Assignee, by separate Bill of Sale, and subject to the terms of that *Acquisition Agreement* dated March 19, 2021 agrees to acquire all work conducted to date as part of the Project. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_ day of March, 2021.

**DEEB, INC.**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUMMIT VIEW, LLC**

By: JES Properties, Inc., its Manager

By: \_\_\_\_\_  
Printed Name: Douglas Weiland  
Title: President

**EXHIBITS:**

- Landowner’s Affidavit and Agreement Regarding Assignment of Contract
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contract with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
- Bill of Sale for Improvements Completed to Date
- Engineer’s Certificate

**LANDOWNER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Dr. Douglas Weiland of Summit View, LLC (“**Landowner**”), who, after being first duly sworn, deposes and says:

- (i) I, Dr. Douglas Weiland, serve as President for Landowner and am authorized to make this affidavit on its behalf. The agreement (“**Construction Agreement**”) between Landowner and Deeb, Inc. (“**Contractor**”), dated February 19, 2021, is contemporaneous with execution of this Affidavit being assigned to the Summit View Community Development District (“**District**”), and this Affidavit and Agreement is intended to further document such assignment.
- (ii) The Construction Agreement was informally competitively bid prior to its execution and is competitively priced.
- (iii) Landowner, in consideration for the District’s acceptance of an assignment of the Construction Agreement agrees to indemnify and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Construction Agreement.
- (iv) Landowner has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, Florida Statutes, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has, or will within seven (7) days of execution of this Affidavit, furnish and record a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Exhibit C**.
- (vi) Landowner represents and warrants that there are no outstanding liens or claims relating to the Construction Agreement.
- (vii) Landowner represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (viii) To the extent the District does not have sufficient construction funds to complete the Construction Agreement, and pursuant to the construction funding agreement and/or completion agreement by and between the District and Summit View, LLC, Landowner

shall timely provide funds to the District so that the District may timely fund the Construction Agreement, provided however that such payments may be eligible for repayment under the Acquisition Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of March, 2021.

**SUMMIT VIEW, LLC**, a Florida limited liability company

**WITNESS:**

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

[CORPORATE LETTERHEAD]

**ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Deeb, Inc. (“**Contractor**”), hereby agrees as follows:

- (i) The agreement (“**Construction Agreement**”) between Summit View, LLC, and Contractor dated \_\_\_\_\_, 2021, is hereby assigned to the Summit View Community Development District (“**District**”). Contractor acknowledges and accepts such assignment of the Construction Agreement.
- (ii) Contractor represents and warrants that:
  - a. Contractor has furnished or will furnish a recorded performance and payment bond in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
  - b. Contractor warrants all warranties, expressed and implied, to the District and will provide the warranty as provided in the Addendum to the Construction Agreement.
  - c. Contractor will record a notice of commencement, or an amended Notice of Commencement, regarding this project and the bonds recorded pursuant to this Acknowledgement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Construction Agreement are current and there are no outstanding disputes under the Construction Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of March, 2021.

**DEEB, INC.**, a Florida corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of March, 2021, by \_\_\_\_\_, who [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)**

**1. ASSIGNMENT.** This Addendum applies to that certain contract formerly between Summit View, LLC and Deeb, Inc. (“**Contractor**”), now assigned to the Summit View Community Development District (“**District**”), attached hereto as **Exhibit A**. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing further work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Pasco County, Florida, a payment and performance bond with a surety insurer authorized to do business in Florida. The cost of such bond may be added to Contractor’s agreement and invoiced to the District, which shall be paid upon approval by the District. Such bond and/or security shall be for 100% of the project cost as of the date of this Addendum and shall be in effect for a full year from the time of final completion of the project and final acceptance by the District. The Contractor may execute, deliver, and record such payment and performance bonds in accordance with the construction phase designations described in the Agreement. At such time when a Notice to Proceed is issued for future construction phases, Contractor shall post payment and performance bonds contemporaneously with the Notice to Proceed. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured’s under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

**5. RETAINAGE.** Section 5.16 of the Contract is replaced with the following:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding ten percent (10%) of the payment. After fifty percent (50%) completion of the construction services, the Contractor may present

a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After fifty percent (50%) completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent (5%) of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

**5. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under Section 19 of the Agreement shall continue to apply to the original indemnitees and shall further extend to the District and its supervisors, officers, consultants, agents, staff, and employees. The Contractor's obligations are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, shall be deemed amended such that the obligations extend to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District

and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 994-1001, MHUBER@RIZZETTA.COM, AND 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544.**

8. **SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the

purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**9. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Summit View Community Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

Contractor: Deeb, Inc.  
8715 Robilina Road  
Port Richey, FL 34668  
Attn: \_\_\_\_\_

**10. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**11. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**12. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**14. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**15. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

**DEEB, INC.**, a Florida corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Scrutinized Companies Statement  
**Exhibit B:** Public Entity Crimes Statement  
**Exhibit C:** Trench Safety Act Statement

## EXHIBIT A

### SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Summit View Community Development District

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the Contract is assigned to the Summit View Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. The entity will immediately notify the Summit View Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Contractor

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, of the \_\_\_\_\_  
\_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_  
as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_  
(SEAL)

## EXHIBIT B

### SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Summit View Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_

4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

#### CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Project Total			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**BILL OF SALE  
MASTER INFRASTRUCTURE PROJECT**

KNOW ALL MEN BY THESE PRESENTS, that **Summit View, LLC**, a Florida limited liability company (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Summit View Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

Those improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of this \_\_\_\_ day of March, 2021.

**WITNESS:**

**SUMMIT VIEW, LLC**, a Florida limited liability company

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
By: Douglas Weiland  
Its: President

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**CERTIFICATE OF INTERIM ENGINEER  
FOR ASSIGNMENT OF CONSTRUCTION CONTRACT  
MASTER INFRASTRUCTURE PROJECT**

March \_\_, 2021

Board of Supervisors  
Summit View Community Development District

Re: Summit View Community Development District (Pasco County, Florida)  
Assignment of Construction Contract for Master Infrastructure Project

Ladies and Gentlemen:

Florida Land Design & Permitting, Inc., (the “**Engineer**”), as Interim District Engineer for the Summit View Community Development District (the “**District**”) and as design engineer for the project that is the subject of the Assignment of Construction Contract, as hereinafter defined, hereby makes the following certifications in connection with the assignment to the District by Summit View, LLC (“**Summit View, LLC**”) of that certain construction contract for Master Infrastructure Project between Deeb, Inc. (“**Contractor**”) and Summit View, LLC (“**Assignment of Construction Contract**”).

The undersigned, an authorized representative of the Engineer, hereby certifies that:

1. I have reviewed the unit pricing, bid proposal and construction contract between Summit View, LLC, and Contractor and in my professional opinion the contract amounts are fair, reasonable and competitive in the marketplace.
2. I have inspected the project encompassed within the Assignment of Construction Contract, and, at the time of this assignment, I certify that at the time of execution of this Assignment, said project has been completed in compliance with the permitted plans, specifications and within applicable permit requirements.
3. In my opinion, each aspect of the project set forth in the Assignment of Construction Contract (a) relates directly to the construction of improvements within the scope of the District’s capital improvement plan as set forth in the **District’s adopted Master Engineer Report, dated March 19, 2021**, (b) specifically benefits the property within the District boundaries as described in said Engineer’s Report, and (c) is fair and reasonable and does not exceed the value of the project as completed.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

**FLORIDA LAND DESIGN & PERMITTING,  
INC.**

\_\_\_\_\_  
Paul Skidmore, P.E.,

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2021, by Paul Skidmore, as \_\_\_\_\_ of Florida Land Design & Permitting, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT**

**Assignor:** Summit View, LLC  
**Assignee:** Summit View Community Development District  
**Professional:** JES Properties, Inc.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Summit View, LLC ("**Assignor**") does hereby transfer, assign and convey unto the Summit View Community Development District ("**District**" or "**Assignee**"), all of the rights, interests, benefits and privileges of Assignor under the *Project Management Agreement*, dated July 12, 2005 ("**Agreement**"), by and between Assignor and JES Properties, Inc. ("**Professional**"), providing for certain professional services related to a project known and identified as the Summit View Master Project ("**Project**").

Assignee does hereby assume all obligations of Assignor under the Agreements arising or accruing after the date hereof, but only to the extent that the Agreement relates to the District's capital improvement plan. Professional hereby consents to the assignment of the Agreements and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in *Amended and Restated Construction Management Agreement*, ("**Amended Agreement**"), attached hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement and Amended Agreement, the terms and conditions of the Amended Agreement shall prevail.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

**SUMMIT VIEW, LLC**

By: JES Properties, Inc., its Manager

By: \_\_\_\_\_  
Printed Name: Douglas Weiland  
Title: President

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JES PROPERTIES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMENDED AND RESTATED CONSTRUCTION MANAGEMENT AGREEMENT  
CONSTRUCTION MANAGEMENT AGREEMENT**

This is Amended and Restated Construction Management Agreement (the “**Agreement**”), dated and effective as of \_\_\_\_\_, 2021 between the **Summit View Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes* (the “**District**”) and **JES Properties, Inc.** (the “**Construction Manager**”).

**BACKGROUND AND PURPOSE**

A. The District is seeking to construction and finance infrastructure to serve the lands within the District located in Dade City, Florida.

B. The District has determined that it is in the best interests of the present and future landowners within the District to construct and deliver certain community development services and facilities within the District, including but not limited to roadway infrastructure, a sewage collection system and related facilities, drainage control facilities, a stormwater management system and facilities, a potable water distribution system, a reclaimed water distribution system, and master entryways, street lighting, landscaping, and other infrastructure, all as described in the **[ENGINEER'S REPORT]**, dated \_\_\_\_\_, as may be amended from time to time (such facilities, systems, and improvements are collectively referred to herein as the “**Project**”).

C. In order to finance the cost of constructing the Project, the District intends to issue, or has issued, capital improvement revenue bonds (the “**Bonds**”) or to fund such projects through a developer funding agreement approved by the District. The District's obligations hereunder are wholly contingent upon receiving funds through (i) the issuance and sale of the Bonds or (ii) a funding agreement with a developer containing terms acceptable to the District.

D. The District does not presently employ personnel nor is it otherwise interested in adding personnel or consultants sufficient to supervise construction of the Project and perform construction management services, contract management review services and certain technical services needed to support and ensure the quality of the envisioned construction. In addition, the District lacks the physical support facilities needed to properly and adequately supervise the construction of the Project.

E. ~~The Construction Manager is an affiliate of the Developer which is developing the land lying within the District and has personnel with the expertise necessary to perform on-site construction management, contract management review and certain technical and support services in a cost effective and efficient manner.~~

F. ~~Given the relationship between the District and the Construction Manager, the District has determined that it is in the District's best interest to enter into this Agreement with the Construction Manager to provide the services described herein.~~

G. The Construction Manager has agreed to perform the services provided for in this Agreement upon the terms and conditions set forth herein.

## **OPERATIVE PROVISIONS**

### **Section 1. Engagement of The Construction Manager.**

The District hereby engages the Construction Manager to perform the services set forth herein with respect to various contracts for design, permitting, planning, scheduling, cost estimating, surveying, and construction of the Project (collectively the “**Contracts**”) entered into or to be entered into between the District and certain construction and other firms (collectively, the “**Contractors**”). The Contracts include all contracts required to construct the Project.

### **Section 2. Services to be Performed by The Construction Manager.**

The Construction Manager shall supervise and coordinate the work in connection with Contracts for the Project; provided however, Construction Manager shall report to and take guidance from the District. In connection with the performance of such duties, the Construction Manager is hereby authorized, and the Construction Manager agrees to perform the following:

**2.1. Monitor Development Budget.** Provide regular monitoring of the District's development budget for the Project, identify variances between actual and budgeted or estimated costs, and advise the District whenever projected costs exceed budgets or estimates for such costs. The Construction Manager shall deliver cost reports to the District at each monthly meeting of the District, or at such other times as the District shall reasonably request and provide such other information as may reasonably be requested by the District.

**2.2. Monitor Development Schedule.** Provide regular monitoring of the District's development schedule for the Project, identify sources of delay, and advise the District whenever projected delays exist and present remedies and options to cure such delays, as available. The Construction Manager shall deliver scheduling reports to the District at each monthly meeting of the District, or at such other times as the District shall reasonably request and provide such other information as may reasonably be requested by the District.

**2.3. Project Scope.** Assist the District in developing, modifying and refining the scope for the Project and shall propose changes to the scope that the Construction Manager deems necessary, beneficial or appropriate. In the event that the Construction Manager identifies a change to the Project scope that the Construction Manager believes to be necessary or beneficial to the Project, the Construction Manager shall submit a proposal to the District describing the nature of the change in scope and providing as much detail as is available with regard to the change in the cost and schedule of the Project to accommodate the change in scope. The District shall approve or deny any changes in scope at the next board meeting held after being presented with a proposal by the Construction Manager with specificity and suggestions. The failure of the District to approve a scope change at the next board meeting held after a proposal is made shall be deemed to be a denial of the proposal unless the District and the Construction Manager mutually agree to extend the time for the District to consider the proposal. The Construction Manager shall assist the District to amend the budget and schedule to accommodate any approved scope changes. The Construction Manager shall have no liability for any delays caused by the District's approval process.

**2.4. General Contractors.** In accordance with all applicable bidding requirements and criteria for the District, recommend Contractors for specific scopes of work necessary to complete construction of the Project and shall negotiate with the Contractors and all other subcontractors and suppliers of materials and services necessary to complete construction of the Project, subject to the approval of the District. Project Manager shall not be authorized to narrow the pool of interested or available Contractors or cull responses but rather to make recommendations to the Board. The Construction Manager shall recommend for selection by the District all other contractors and suppliers

which the Construction Manager reasonably believes may be necessary or helpful to complete the Project. Nothing in this Paragraph shall be construed to grant the Construction Manager the authority to bind the District.

**2.5. Project Engineer.** Administer the engineering contracts for the Project and coordinate the performance by the project engineers and other consultants having responsibility for the design of the Project and the preparation of the plans and specifications therefore. All plans and specifications for the Project shall be submitted to the District Engineer for its review and approval. The Construction Manager shall review all requests for payment by such professionals and shall determine that all work and materials contained in such requests have been performed and provided to the Project.

**2.6. Contracts.** Provide general administration of the Contracts and coordinate the work of the Contractors with each other and with the activities and responsibilities of the Construction Manager and the project engineers and other consultants to complete the Project. Specifically, during the construction period, the Construction Manager shall:

(a) Cause construction and progress meetings to be held at least monthly or at such other more frequent intervals as may be necessary to discuss such matters as procedures, progress, problems and scheduling.

(b) Use all reasonable efforts to obtain satisfactory performance from all parties performing services or providing materials and supplies to the Project. The Construction Manager, from time to time, shall send suitably qualified personnel to oversee construction, monitor the progress of the work on the Project, and observe the Project. The Construction Manager shall make recommendations to the District when it learns that the requirements of a contract are not being fulfilled and the nonperforming party will not take satisfactory corrective action. Nothing herein shall be construed to give the Construction Manager control over any Contractor's construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with a Contractor's work on the Project. Upon authorization from the District, the Construction Manager shall have the

authority to require additional inspection or testing of work performed on the Project. The Construction Manager shall furnish progress reports to the District monthly or at such other more frequent intervals as the District may reasonably request.

(c) Recommend necessary or desirable changes to the Project, review requests for changes, assist in negotiating proposed change orders, submit recommendations to the District, and if accepted, cause the project engineer to prepare change orders. Notwithstanding any of the other provisions of this Agreement, the Construction Manager shall be authorized to present change orders proposed by Contractors that will not increase the cost of the Project by more than twenty-five thousand dollars (\$25,000.00) to the District Engineer for review and approval if the Construction Manager deems such changes necessary and if the time necessary to obtain approval for such changes from the District would cause an overall delay to the completion of the Project or otherwise result in an increase in the cost of the Project.

(d) Identify and recommend, with the project engineer's review and the District's approval, the professional services of consultants and testing laboratories, if required, and coordinate their services and monitor their reports; provided however, that Construction Manager shall have no authority to select and retain professionals subject to the Consultants' Competitive Negotiation Act. The Construction Manager shall not perform any services that could be considered "engineering" under the definition set forth in Chapter 471, *Florida Statutes*.

(e) Consult with the project engineer and the District if the Contractors request interpretations of the meaning and intent of the plans and specifications or any other matter and shall assist in the resolution of questions which may arise.

(f) Collaborate with the project engineer in processing and approving shop drawings, samples, project data and other submittals; provided however, Construction Manager shall not have the authority to approve change orders (except as provided in paragraph 2.6(c)) or pay requisitions. Construction Manager acknowledges the District is

subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Construction Manager result in a breach by the District of its prompt payment responsibilities.

(g) When the Construction Manager considers a Contractor's work or a designated portion thereof to be substantially complete, the Construction Manager shall prepare or cause to be prepared a list of incomplete or unsatisfactory items and a schedule for their completion and submit to District Engineer. The Construction Manager shall assist the project engineer in conducting inspections. After the project engineer certifies the date of substantial completion of the work, the Construction Manager shall work with the project engineer and Contractor to coordinate the final correction and completion of the work.

(h) Assist the project engineer in determining when the Project or a designated portion thereof is substantially complete. Use all reasonable efforts to secure and transmit to District required guarantees, permits, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the District.

(i) Perform such additional administrative and coordinating functions as the District may reasonably deem necessary to accomplish the orderly and proper construction of the Project within the time and budgetary parameters set by District and in accordance with the approved plans and specifications for the Project.

**2.7. Financing.** Request disbursements to pay the cost of items in the District's development budget for the Project, subject to the review and approval of the District.

**2.8. Dedication of Improvements to the Local Government Entities.** Upon completion of certain units or phases of the Project, the District intends to dedicate certain improvements to other units of government, including Pasco County and Dade City. As necessary to assist the District Engineer, the Construction Manager agrees to oversee and coordinate the inspections, submittals, and other requirements that must be met before the applicable units of government, including Pasco County and Dade City, will accept the dedication and agree to maintain such improvements.

**2.9. Limitations on The Construction Manager's Duties.** The Construction Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Construction Manager have the authority to approve change orders or pay requisitions except as provided in paragraph 2.6(c). The Construction Manager shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work done on the Project, review construction means, methods, techniques, sequences or procedures for work performed by Contractors, review copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate a Contractor's right to payment or ascertain how or for what purpose the Contractor has used money previously paid.

**Section 3. Compensation.**

**3.1. Management Fee.** In consideration of the performance by the Construction Manager of the services to be provided pursuant to this Agreement, the District shall pay the Construction Manager a management fee of ~~Nine Hundred Thousand Dollars and no cents (\$900,000.00), to be paid the first of each month at Fifteen Thousand Dollars and no/cents (\$15,000) per month ("Total Management Fee"). In the event that the Total Management Fee is paid before the complete sale of all the lots in the Project, the Construction Manager shall be paid a Supplemental Manager Fee of \$2,000 per month until all lots are sold. In the event that all lots are sold prior to the payment of the Total Management Fee to Construction, then Construction Manager shall receive a Lump sum payment within thirty (30) days of project completion of any unpaid Total Management Fee(the "**Management Fee**"). If the District terminates this Agreement for any reason, the Management Fee shall be paid through the effective date of such termination.~~

**3.2. Reimbursable Expenses.** In addition to the Management Fee, the Construction Manager shall be entitled to be reimbursed for its reasonable and customary costs and expenses incurred by the Construction Manager and its employees and consultants in the interest of the Project. Such expenses shall include, but not be limited to: expenses of transportation in connection with the Project, long-distance communications, fees paid for securing approval of authorities having jurisdictions over the Project (including all permit and impact fees), the cost of reproductions, postage,

express deliveries, electronic facsimile transmissions, and costs for the handling of drawings, specifications and other construction documents (“**Reimbursable Expenses**”). Reimbursable Expenses shall include all actual charges incurred to third party vendors, suppliers, contractors and professionals hired in connection with the services provided by Manager hereunder. All Reimbursable Expenses shall be supported by reasonable documentation.

#### **Section 4. Term.**

The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above (the “**Commencement Date**”). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days’ written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, if the Construction Manager fails to substantially perform in accordance with the terms of this Agreement through no fault of the District, the District may issue written notice of its intent to terminate the Agreement to the Construction Manager, setting forth the reasons for the termination and giving Construction Manager thirty (30) days to cure the defaults. If Construction Manager fails to cure or commence to cure for defaults requiring a cure period longer than thirty (30) days, the District may issue a second notice terminating the Agreement. The Construction Manager may terminate this Agreement if the District fails to substantially perform in accordance with the terms of this Agreement through no fault of the Construction Manager. In the event of such a default by the District, the Construction Manager shall provide the District written notice of such default and thirty (30) days to cure such default. If the District fails to cure such default within thirty (30) days, the Construction Manager may issue a second notice terminating the Agreement. Any termination of this Agreement shall not release District of its obligation to pay Construction Manager the compensation and Reimbursable Expenses due for all periods prior to termination.

#### **Management and Miscellaneous.**

**5.1 Management.** The Construction Manager shall provide the management and personnel necessary to perform its obligations under this Agreement and shall be responsible

for the payment of all payroll taxes and benefits and shall comply with all workmen's compensation requirements and any and all other laws and regulations required to employ the personnel to perform this Agreement. Further, the Construction Manager shall be responsible for obtaining all necessary permits and registrations and shall comply with all codes, laws and regulations for the performance of the work required under this Agreement. Employees of the Construction Manager shall be managed, supervised and take their day-to-day direction from the Construction Manager. The Construction Manager herein identifies [REDACTED] as the individual who will serve as the primary point of contact for the District as it pertains to this Agreement. The District shall have the authority to request status reports or request the attendance of employees of the Construction Manager at District meetings to provide status reports and updates to the District at reasonable intervals. It is acknowledged and agreed that the Construction Manager is an independent contractor with respect to the duties to be performed by it under this Agreement. In no event shall this Agreement be construed as an employment agreement between the Construction Manager and District. District and Construction Manager shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. District and Construction Manager acknowledge and agree that all services provided under this Agreement shall be by employees of Construction Manager. In furtherance thereof, Construction Manager shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the employees providing services under this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to such employees.

**5.2 Insurance.** At all times, the Construction Manager shall provide insurance coverage for its employees, any construction trailer, vehicle or structure used in connection with this Agreement pursuant to the following requirements:

(a) The insurance required in this Agreement shall be on an “occurrence” basis, if available, and if not, on a “claims made” basis and shall be written for the following limits of liability as a minimum:

- (i) bodily injury
  - \$1 million each occurrence
  - \$1 million each aggregate
- (ii) property damage
  - \$1 million each occurrence
  - \$1 million each aggregate

(b) Comprehensive automobile liability insurance coverage for all owned, hired or non-hired vehicles, including loading or unloading thereof with the following limits of liability:

- (i) automobile bodily injury
  - \$1 million each person
  - \$1 million each occurrence
- (ii) automobile property damage
  - \$1 million each occurrence

**5.3 Additional Insurance Terms.** All policies shall provide that they cannot be canceled or materially altered except after thirty (30) days’ advance written notice to the District and shall name the District as an additional insured.

**5.4 Applicable Law.** This Agreement, and the rights and interests and obligations of the District and the Construction Manager hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

**5.5    Entire Agreement; Assignment.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

**5.6    No Modification.** No modification to this Agreement shall be valid unless in writing and signed by the parties.

**5.7    Notices.** Any notice required by telecopy or permitted to be given under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.

**A.    If to Developer:**

Summit View, LLC  
334 East Lake Road, Suite 172  
Palm Harbor, Florida 34685

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B.    If to District:**

Summit View Community Development  
District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544

\_\_\_\_\_  
Attn: District Manager

**With a copy to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: \_\_\_\_\_

**C. If to Construction Manager:**

**With a copy to:**

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**D. If to District Engineer:**

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Attn: 

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**5.8 Prevailing Party.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees, the cost of collection and other expenses incurred by the predominantly prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

**5.9 Force Majeure.** "Force Majeure Event" shall mean an event causing delay occasioned by a cause or causes beyond the control of the party whose performance is so delayed, including, without limitation: adverse weather conditions; earthquake; acts of God; war; war-like operations; civil commotion; riots; sabotage; terrorism; governmental or judicial action/inaction, regulation, legislation, or controls (including permitting or approval delays); third party lawsuits; moratoria; labor disturbances; or material shortages. The parties acknowledge and agree that a party's incompetence or failure to deploy reasonable resources to meet its obligations under any agreement shall not be deemed to constitute a Force Majeure Event as to such party. The failure of any Party to perform an obligation under this Agreement (other than monetary obligations) due to the occurrence of a Force Majeure Event shall not constitute an event of default or a breach of any such obligation. The Parties shall be obligated to (i) use all reasonable efforts to mitigate the adverse effect and duration of any Force Majeure Event which affects such Party and (ii) to perform all of their other obligations hereunder that are not affected by Force Majeure

Event. As soon as possible after a Force Majeure Event occurs (and in no event later than ten (10) days after learning thereof), the affected Party shall give the other Party a statement describing the Force Majeure Event and its cause (to the extent known to such Party), a description of the conditions delaying the performance of such Party's obligations, an estimate of the expected duration of such Force Majeure Event and the probable impact of such Force Majeure Event on the effected Party's performance hereunder. The Party effected by the Force Majeure Event shall answer any inquiries of the other Parties regarding the conditions caused by the Force Majeure Event and the effected Party's plans with respect thereto and shall provide any information concerning them as may be reasonably requested by the other Party. The effected Party shall also provide notice to the other Party of the cessation of the Force Majeure Event and the effected Party's ability to recommence performance of its obligations under this Agreement by reason of the cessation of the Force Majeure Event, which notice shall be given as soon as possible after the cessation of the Force Majeure Event. The suspension of performance under this Agreement resulting from such Force Majeure Event shall be of no greater scope and no longer duration than is necessary and the effected Party shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that in the event the suspension of performance continues for ninety (90) days after the date of the occurrence, that Parties shall meet and discuss in good faith how best to proceed and, if they cannot agree, either Party may terminate this Agreement provided the Party seeking termination has used best efforts to mitigate and recover from the Force Majeure Event.

**5.10 Indemnification.** Construction Manager agrees to defend, indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are

attributable to actions, omissions or negligence of the Construction Manager or its employees providing services under this Agreement. The Construction Manager's obligations under this Subsection 5.10 shall survive any expiration or termination of this Agreement.

**5.11 Limitations on Liability Preserved.** Construction Manager agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

**5.12 Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**5.13 Public Records.** Construction Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Construction Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Construction Manager shall: 1) keep and maintain public records required by the District to perform the services described herein; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public

records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Construction Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Construction Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Construction Manager, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Construction Manager acknowledges that the designated Public Records Custodian for the District is **Matt Huber**.

**IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FL 33544, MHUBER@RIZZETTA.COM.**

**5.14 Waiver.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

**5.15 Unenforceability.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or

enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

**5.16 Survival of Terms.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

**5.17 Captions.** The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

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

*[SIGNATURES TO FOLLOW]*

IN WITNESS THEREOF, the District and the Construction Manager have caused this Agreement to be duly executed effective as of the day and year first above written.

**Witnesses:**

**JES Properties, Inc.,** a Florida corporation

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Summit View Community Development  
District**

**Attest:**

\_\_\_\_\_

Assistant Secretary

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDOWNER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACT  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, personally appeared Dr. Douglas Weiland of Summit View, LLC (“**Landowner**”), who, after being first duly sworn, deposes and says:

- (i) I, Dr. Douglas Weiland, serve as President for Landowner and am authorized to make this affidavit on its behalf. The agreement (“**Agreement**”) between Landowner and JES Properties, Inc. (“**Contractor**”), dated \_\_\_\_\_, 2021, is contemporaneous with execution of this Affidavit being assigned to the Summit View Community Development District (“**District**”), and this Affidavit and Agreement is intended to further document such assignment.
- (ii) The Agreement is competitively priced.
- (iii) The Contractor performs a supervisory role in obtaining permits and approvals related to the Master Infrastructure Project. The Contractor is not a professional engineer and serves only as construction manager.
- (iv) Landowner, in consideration for the District’s acceptance of an assignment of the Agreement agrees to indemnify and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Agreement.
- (v) Landowner represents and warrants that there are no outstanding liens or claims relating to the Agreement.
- (vi) Landowner represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Agreement are current and there are no outstanding disputes under the Agreement.

*[SIGNATURES TO FOLLOW]*

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_\_ day of March, 2021.

**WITNESS:**

**SUMMIT VIEW, LLC**

a Florida limited liability company

By: JES Properties, Inc., its Manager

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
**By:** Douglas Weiland  
**Its:** President

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Douglas Weiland as President of JES Properties, Inc., a Florida corporation, as Manager of Summit View, LLC, a Florida limited liability company, with authority to execute the foregoing on behalf of the entity identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **Tab 9**



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](mailto: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:**

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

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



# E-Verify User Manual



M-775, E-Verify User Manual | Current as of April, 2018

[How to Download Our Manuals in PDF \(PDF, 152.73 KB\)](#)



**U.S. Citizenship  
and Immigration  
Services**

**Last Reviewed/Updated:** 04/23/2018

## 1.0 Introduction

This manual provides guidance on E-Verify processes and outlines the rules and responsibilities for employers and E-Verify employer agents enrolled in E Verify. Users must follow the guidelines set forth in the E-Verify Memorandum of Understanding for Employers (MOU) and the rules and responsibilities outlined in this manual.

For purposes of this manual, the term “employer” means any person, company, or other entity that is required to complete Form I-9, Employment Eligibility Verification, including any individual with an E-Verify user account. The term “E Verify employer agent” means any person, company, or other entity that is providing the service of verifying employees as a third party to clients (employers) through the use of E-Verify.

This section provides a background and overview and an introduction to basic website navigation, participation, user roles, rules and responsibilities, and the privacy and security guidelines of E Verify.

**Last Reviewed/Updated:** 04/23/2018

## 1.1 Background and Overview

In 1996, Congress passed the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), which required the Social Security Administration (SSA) and U.S. Citizenship and Immigration Services (USCIS), formerly the Immigration and Naturalization Service, to conduct an employment verification pilot program. Under the U.S. Department of Homeland Security (DHS), USCIS operates the E Verify program, previously referred to as the Basic Pilot program. E-Verify is an internet-based system that implements the requirements of IIRIRA by allowing any U.S. employer to electronically confirm the employment eligibility of its newly hired employees.

E-Verify is a voluntary program. However, employers with federal contracts or subcontracts that contain the Federal Acquisition Regulation (FAR) E-Verify clause are required to enroll in and use E-Verify as a condition of federal contracting. Employers with employees in states with legislation that require participation in E-Verify, for example, as a condition of business licensing, may also be required to participate in E-Verify. In addition, an employer may be required to participate in E-Verify pursuant to a court order.

**NOTE:** *E-Verify does not provide guidance on state or local E-Verify laws. For help, contact the appropriate state officials, a local Chamber of Commerce, or other legal advisors.*

Apart from any state or local law that requires participation in E-Verify, employers are fully responsible for complying with sections 274A (which addresses the requirements of the Form I-9 process) and 274B (which addresses unfair immigration-related employment practices) of the Immigration and Nationality Act. Employers who fail to comply with either section may be subject to penalties.

E-Verify works by electronically comparing the information from an employee's Form I 9 with records available to SSA and/or DHS to verify the identity and employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

Employers can verify the employment eligibility of only one person at a time within E-Verify. All cases must be created individually.

E-Verify is free, and it is the best means available to confirm the employment eligibility of new hires. The E-Verify statute limits the scope of E-Verify operations to the United States, which includes the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands. Users may only create E-Verify cases in the United States.

**NOTE:** *E-Verify Self Check, referred to as Self Check, is a free, fast, secure and voluntary online service that allows individuals to confirm their own employment eligibility themselves. Employers may not ask current or prospective employees to use Self Check to prove employment eligibility. The service is designed to provide visibility into government records, and if necessary, guidance on how individuals can correct those records. Self Check is separate from the E-Verify user interface. For more information and specific rules, visit [www.e-verify.gov/mye-verify/self-check](https://www.e-verify.gov/mye-verify/self-check).*

Use of Self Check does not satisfy or supersede the requirements of federal contractors subject to the FAR E-Verify clause, or any other employers, to use E Verify.

For more information on E-Verify procedures, rules and responsibilities for federal contractors with the FAR E-Verify clause, refer to the [E-Verify Supplemental Guide for Federal](#)

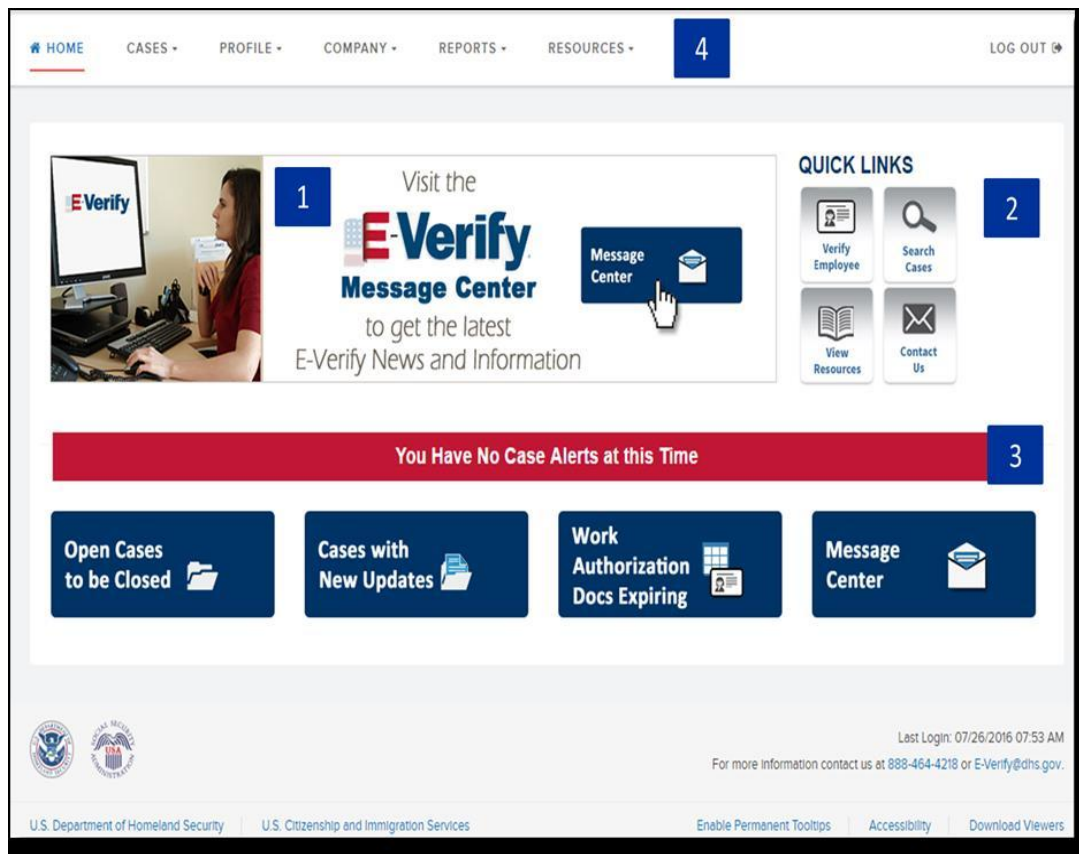


[Contractors.](#)

**Last Reviewed/Updated:** 11/04/2019

## 1.2 Basic Website Navigation

All E-Verify users need to be familiar with the website navigation links. The figure below provides a screen shot of the employer user webpage. The navigation links within each area vary depending upon the type of user. For more information on navigation links for E-Verify employer agents, refer to the [Supplemental Guide for E-Verify Employer Agents](#).



Area 1 displays the E-Verify Message Center which includes important updates on E Verify, information affecting employment verification, best practices and current events.

Area 2 contains Quick Links, which includes links to E-Verify contact information and to search cases. Area 2 also includes a shortcut to create an E-Verify case. Clicking Verify Employee will begin the verification process.

Area 3 displays Case Alerts that inform employers when an action is required. For more information on case alerts, see Section 4.2.

Area 4 contains E-Verify menu options which are identified in the Area 4 E-Verify Menu Overview. Selecting a navigation menu option is the first step in accessing a function in E Verify. Choosing a function displays the first active page where a user enters information. Menu options are tailored based on assigned user roles. For more information on user roles, see Section 1.4.

## AREA 4 E-Verify MENU OVERVIEW

MENU OPTION	FUNCTIONS
<b>Cases</b>	<ul style="list-style-type: none"> <li>▶ New Case</li> <li>▶ View Cases</li> <li>▶ Search Cases</li> </ul>
<b>Profile</b>	<ul style="list-style-type: none"> <li>▶ Edit Profile</li> <li>▶ Change Password</li> <li>▶ Change Security Questions</li> </ul>
<b>Company</b> (Only program administrators have these options)	<ul style="list-style-type: none"> <li>▶ Edit Company Profile</li> <li>▶ Add New User</li> <li>▶ View Existing Users</li> <li>▶ Close Company Account</li> </ul>
<b>Reports</b>	<ul style="list-style-type: none"> <li>▶ View Reports</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>▶ View Essential Resources</li> <li>▶ Take Tutorial</li> <li>▶ View User Manual</li> <li>▶ Share Ideas</li> <li>▶ Contact Us</li> </ul>

**Last Reviewed/Updated:** 04/23/2018

### 1.2.1 Essential Resources

View Essential Resources under Resources contains links to important documents and tools for employers that participate in E-Verify. The Essential Resources Overview provides specific information on the resources available to users.

## ESSENTIAL RESOURCES OVERVIEW

LINK	INFORMATION
<b>E-Verify Posters</b>	<ul style="list-style-type: none"> <li>▶ E-Verify Participation Poster</li> <li>▶ Right to Work Poster</li> </ul>

**LINK****INFORMATION**

<b>Manuals and Guides</b>	<ul style="list-style-type: none"> <li>➤ E-Verify User Manual</li> <li>➤ E-Verify Quick Reference Guides</li> <li>➤ E-Verify Supplemental Guides</li> <li>➤ Self-Assessment Guides</li> </ul>
<b>E-Verify Further Action Notices</b>	<ul style="list-style-type: none"> <li>➤ Sample Tentative Nonconfirmation (TNC) Further Action Notices available in several foreign languages</li> </ul>
<b>Document Reference Library</b>	<ul style="list-style-type: none"> <li>➤ Guidance on select state-issued driver's licenses and state ID cards</li> </ul>
<b>Form I-9 Resources</b>	<ul style="list-style-type: none"> <li>➤ The latest version of Form I-9 in English and Spanish</li> <li>➤ The Handbook for Employers: Guidance for Completing Form I-9 (M-274)</li> <li>➤ Link to I-9 Central</li> </ul>
<b>Memorandums of Understanding (MOU)</b>	<ul style="list-style-type: none"> <li>➤ Sample copies of the most recent version of the MOU</li> </ul>
<b>Other Resources</b>	<ul style="list-style-type: none"> <li>➤ Websites and links to webpages of interest to employers participating in E-Verify</li> <li>➤ Sample Referral Date Confirmation available in several foreign languages</li> </ul>

**Last Reviewed/Updated:** 04/23/2018

### 1.3 E-Verify Participation: Enrollment vs. Registration

Significant differences between enrollment and registration are outlined in the Enrollment vs. Registration Overview. For additional information on enrollment, visit <https://www.e-verify.gov/employers/enrolling-in-e-verify>.

Employers who wish to check their enrollment status should contact:



E-Verify Contact Center Monday through Friday from 8 a.m. – 8 p.m. Eastern Time  
(TTY phone is available from 8 a.m. to 5 p.m. Eastern Time)

Telephone: 888-464-4218; Email: [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov)

Employers who have enrolled and need information about registering additional users or about their functions, should see Section 6.0.

## ENROLLMENT VS. REGISTRATION OVERVIEW

### ENROLLMENT

### REGISTRATION

<b>Who</b>	Employers enroll in E-Verify to participate in the program	Program administrators register new users in E-Verify who are then able to create cases.
<b>How</b>	Visit the E-Verify enrollment website at <a href="https://e-verify.uscis.gov/enroll">https://e-verify.uscis.gov/enroll</a>	After completing the E-Verify tutorial and passing the knowledge test, program administrators may register general users and additional program administrators.  For more information on adding new users, see Section 7.1.
<b>Why</b>	Employers enroll to use E-Verify to confirm employment eligibility of employees	Enrolled employers register users to create cases in E-Verify. There is no limit on the number of users an enrolled employer can register.

To participate in E-Verify, employers must enroll online. You can find information about the system requirements on the E-Verify website under Enrolling in E-Verify

To enroll, employers must electronically sign the E-Verify Memorandum of Understanding for Employers (MOU) which details the responsibilities of SSA, DHS and the employer. In addition, E-Verify users must agree to and follow the guidelines and responsibilities outlined in the MOU and this manual. Employers should ensure that users are prepared and capable of using E-Verify properly. Misuse of E-Verify may lead to legal consequences for both employers and users.

To enroll in E-Verify, employers should visit the enrollment website which guides employers through the enrollment process. Additional information regarding enrollment is found at [www.E-Verify.gov](http://www.E-Verify.gov).

When employers enroll in E-Verify, they choose an access method. Access methods are types of E-Verify accounts that determine who creates and manages the employer's E-Verify cases. The four access methods include: employer, E-Verify employer agent, corporate administrator, and web services.

The access methods are explained in the Access Method Overview. For more information, visit the [Enroll in E-Verify](#) section at [www.E-Verify.gov](http://www.E-Verify.gov).

## ACCESS METHOD OVERVIEW

ACCESS METHOD	EXPLANATION
<b>Employer Access</b>	<p><b>Employer plans to use E-Verify to verify its employees.</b></p> <p>This access method allows employers to create and manage their own cases directly in E-Verify. Most E-Verify participants, regardless of their business size or structure, are enrolled under the employer access method.</p>
<b>E-Verify Employer Agent Access</b>	<p><b>Employer agent plans to use E-Verify on behalf of its clients to verify their clients' employees.</b></p> <p>The E-Verify employer agent access method allows an individual or company to act on behalf of other employers to create and manage the E-Verify cases of the other employers. The E-Verify employer agent may also create cases for its own employees.</p>
<b>Corporate Administrator Access</b>	<p><b>Employer has a central office that needs to manage E-Verify use for all of its locations that access E-Verify.</b></p> <p>Corporate administrator access is used only to manage multiple employer accounts. Corporate administrators cannot create or manage individual E Verify cases.</p> <p>For more information on corporate administrator access, refer to the <a href="#">E-Verify User Manual for Corporate Administrators</a>.</p>
<b>Web Services Access for Employers -or-</b>	<p><b>Employer plans to develop its own software to access E-Verify.</b></p> <p>The web services access method requires an employer to develop software that interfaces with E-Verify to create and manage cases. The employer's software should extract data from its existing system or an electronic Form I-9 and transmit the information to E-Verify.</p>
<b>Web Services Access for E-Verify Employer Agents</b>	<p>Employers who choose this option receive a web services Interface Control Agreement (ICA) which contains the information used to develop and test the software interface. Both employers and E Verify employer agents can use this access method.</p>

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## 1.4 Overview of User Roles

Enrolled employers can assign their users with different permissions and functions, depending upon the user's role. There are two types of users: general users and program administrators. Review the permissions of each user role in the User Role Overview below.

General users and program administrators must successfully complete the online E Verify tutorial before they can create or manage cases. For more information on the specific functions of each user role, see Section 6.1.

## USER ROLE OVERVIEW

USER ROLE	PERMISSIONS
	<p>Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures.</p> <p>The program administrator role includes functions of a general user.</p>
<p><b>Program Administrator</b></p> <p>(at least one required)</p>	<p>Permissions include:</p> <ul style="list-style-type: none"> <li>• Registering new users</li> <li>• Creating user accounts for other program administrators and general users</li> <li>• Creating and managing cases</li> <li>• Viewing reports</li> <li>• Updating profile information for other program administrators, general users, and themselves</li> <li>• Unlocking user accounts</li> <li>• Closing company and user accounts</li> </ul>
<p><b>General User</b></p> <p>(optional)</p>	<p>Employers can have as many or no general users as they desire. The general user is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures.</p> <p>Permissions include:</p> <ul style="list-style-type: none"> <li>• Creating and managing own cases</li> <li>• Viewing reports</li> <li>• Updating own user profile</li> </ul>

**Last Reviewed/Updated:** 04/10/2018

### 1.5 User Rules and Responsibilities

E-Verify users are bound by the guidelines in the MOU and the rules and responsibilities outlined in this manual.

To ensure proper use of E-Verify and protection of employee workplace rights, employers should periodically review all of the program rules and employer responsibilities with their users.



For information on E-Verify rules and responsibilities for federal contractors with the FAR E-Verify clause, refer to the [E-Verify Supplemental Guide for Federal Contractors](#).

E-Verify users must follow the guidelines specified in the Rules and Responsibilities Overview.

## RULES AND RESPONSIBILITIES OVERVIEW

Employers who participate in E-Verify **must**:

- ✓ Follow E-Verify procedures for each employee for whom an E-Verify case is created.
- ✓ Notify each job applicant of E-Verify participation by clearly displaying the Notice of E-Verify Participation and the Right to Work posters in English and Spanish. You may also display the posters in other languages provided by DHS.
- ✓ Complete Form I-9 for each newly hired employee before creating a case in E-Verify.
- ✓ Obtain a Social Security number (SSN) from each newly hired employee on Form I-9.
- ✓ Ensure that Form I-9 List B identity documents have a photo (Section 2.1).
- ✓ Create a case for each newly hired employee no later than the third business day after he or she starts work for pay.
- ✓ Enter the employee's email address in E-Verify if it was provided on Form I-9.
- ✓ Provide each employee with notice of and the opportunity to take action on a Tentative Nonconfirmation (TNC).
- ✓ Ensure that all personally identifiable information is safeguarded.

Employers participating in E-Verify **must not**:

- ✗ Use E-Verify to pre-screen an applicant for employment.
- ✗ Specify or request which Form I-9 documentation an employee must use, except to specify that any Form I-9 List B document the employee chooses to present must contain a photo.
- ✗ Use E-Verify to discriminate against any job applicant or employee on the basis of his or her national origin, citizenship, or immigration status.
- ✗ Create an E-Verify case for an employee who was hired before the employer signed the E-Verify MOU, except in certain instances such as employees of federal contractors with the FAR E-Verify clause.
- ✗ Take adverse action against or terminate an employee because he or she received a TNC result, unless E-Verify issues a case result of Final Nonconfirmation.
- ✗ Share any user ID and/or password.

Upon enrollment, employers are required to clearly display the Notice of E-Verify Participation and Right to Work posters in English and Spanish, both of which appear below. Employers may also display the posters in other languages provided by DHS. After logging in to E-Verify, the posters are found under View Essential Resources.

Display the posters in a prominent place that is clearly visible to prospective employees and all employees who will have their employment eligibility verified with E-Verify. In order for employees, applicants and the public to have the most recent and complete information regarding E-Verify, employers should replace their participation posters when updates are provided by DHS. In addition, E-Verify recommends providing a copy of these posters with job application materials, either online or in hard copy.

## E-Verify Participation Notifications

### Notice of E-Verify Participation



Provided by DHS

## Right to Work Poster



Issued by Department of Justice, Immigrant and Employee Rights Section

Last Reviewed/Updated: 03/26/2019

## 1.6 Privacy And Security Statement

The use of E-Verify requires the collection of personally identifiable information (PII). Employers must protect the privacy of employees who submit information to be processed through E-Verify and ensure that all personal information collected is safeguarded and used only for the purposes outlined in the MOU.

E-Verify protects PII in accordance with the National Archives and Records Administration (NARA) records retention and disposal schedule (N 1-566-08-7) by annually disposing of E-Verify records that are over 10 years old. This minimizes security and privacy risks associated with U.S. government retention of PII.

Failure to properly protect employee information can result in identity theft or fraud and can cause considerable inconvenience, harm or embarrassment to the employees or employer affected.

At a minimum, follow the steps in the Privacy Guidelines Overview to protect personal information and comply with the appropriate requirements.

## PRIVACY GUIDELINES OVERVIEW

- ▶ **Allow *only* authorized users to use E-Verify.**  
Ensure that only appropriate users handle information and create cases.
- ▶ **Secure access to E-Verify.**  
Protect passwords used to access E-Verify and ensure that unauthorized persons do not gain access to E-Verify.
- ▶ **Protect and *store* employee information properly.**  
Ensure that employee information is stored in a safe and secure location and that only authorized users have access to this information.
- ▶ **Discuss E-Verify results in *private*.**  
Ensure that all case results including Tentative Nonconfirmations (TNC) and Final Nonconfirmations are discussed in private with the employee.

### REMINDER

- \* You must ensure that all personally identifiable information is safeguarded.

**Last Reviewed/Updated:** 03/26/2019

## 2.0 Initial Verification

The E-Verify process begins with a completed Form I-9. E-Verify confirms employment eligibility by comparing the employee's Form I-9 information entered in E-Verify by the employer with the information in records available to SSA and/or DHS.

When E-Verify checks the employee's information with records available to SSA and/or DHS, a case result is provided. Case result statuses can be initial, interim or final. Proper use of E-Verify requires users to close all cases when they receive a final case results of Final Nonconfirmation or Close Case and Resubmit. Cases resulting in Employment Authorized are automatically closed by the system.

This section outlines the steps required to create a case in E-Verify and the initial case results provided by E-Verify. For additional guidance specific to E-Verify employer agents, see the [Supplemental Guide for E-Verify Employer Agents](#).

**Last Reviewed/Updated:** 04/23/2018

## 2.1 Form I-9 And E-Verify

Employers are required to timely and properly complete and retain Form I-9 for each employee they hire. The first day of employment means the first day an employee works in exchange for wages or other remuneration. These Form I-9 requirements also apply to E-Verify employers. With the goal of ensuring a legal workforce,

employers enrolled in E Verify have chosen to take the additional step of electronically confirming that information their employees provide match government records.

To view or download Form I-9, go to the following website: <http://www.uscis.gov/I-9>

For more information on Form I-9 procedures, refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#).



For additional assistance on Form I-9, contact E-Verify Contact Center Monday through Friday 8 a.m. – 8 p.m. Eastern Time at 888-464-4218 (TTY phone is available from 8 a.m. to 5 p.m. Eastern Time).

Newly hired employees must complete Section 1 of Form I-9 in its entirety on the first day of employment. They may complete Section 1 before this date, but only after acceptance of an offer of employment. Under general Form I-9 practice, employees can voluntarily provide their Social Security numbers (SSNs) on Form I-9. However, because SSNs are required for employers to create E-Verify cases, all employees whose employment eligibility will be verified in E-Verify **must** provide their SSNs.

If a newly hired employee has applied for, but has not yet received an SSN (for example, the employee is a newly arrived immigrant), attach an explanation to the employee's Form I-9 and set it aside. Allow the employee to continue to work and create a case in E-Verify using the employee's SSN as soon as it is available. If the case was not created by the third business day after the employee started work for pay, indicate the reason for this delay. Employers may choose a reason from the drop-down list or state a specific reason in the field provided.

Employers must complete Section 2 of Form I-9 in its entirety within three days of the employee's date of hire. To complete Section 2, physically examine documents presented by the employee that establish his or her identity and employment authorization. Do not specify which documents from the "Lists of Acceptable Documents" on Form I-9 the employee must present. Employers may reject a document if it does not reasonably appear to be genuine or to relate to the person presenting it.

Documents from List A establish both identity and employment eligibility. Documents from List B establish identity only and documents from List C establish employment eligibility only. Employers must accept either one document from List A, or a combination of one document from List B *and* one document from List C.

Any List B document presented to employers participating in E Verify **must** contain a photo. However, if an employee objects to providing a photo document for religious reasons, call E-Verify at 888-464-4218. If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), the employer must obtain a copy of it and retain it with Form I 9. For more information on Form I-9 retention guidelines, refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274).

**Last Reviewed/Updated:** 04/23/2018

### 2.1.1 Receipts

If the employee presents an acceptable receipt for Form I-9 showing that he or she applied to replace a document that was lost, stolen or damaged, the employer must set aside this employee's Form I-9 and wait to create a case in E-Verify. When the employee provides the actual document for which the receipt was presented, the employer must update the employee's Form I-9 and then create a case in E-Verify for the employee.

However, employers must create the E-Verify case by the third business day after the employee is hired if the employee presents one of the following documents which are also considered receipts:

- The arrival portion of Form I-94/I-94A with a temporary Form I-551 stamp and a photograph of the individual.
- The departure portion of Form I-94 with a refugee admission stamp or computer-generated printout of Form I-94 with admission code “RE.”

For more information on acceptable receipts, see the Handbook for Employers (M-274) or visit [www.uscis.gov/i-9central](http://www.uscis.gov/i-9central).

**Last Reviewed/Updated:** 04/23/2018

### 2.1.2 Rehires

Employers have the option of treating all rehired employees as new hires by completing a new Form I-9 and creating a case in E-Verify. However, employers also have the option of completing Section 3 for all rehires and only completing a new Form I-9 and creating an E-Verify case upon rehiring employees for whom no previous E-Verify cases were created.

If you rehire a former employee within three years of the initial execution of the previous Form I-9, but did not create an E-Verify case, or if you created a case and did not receive a result of employment authorized, have the employee complete a new Form I-9 and create a case in E-Verify.

If you rehire a former employee within three years of the date of the initial execution of the previous Form I-9, created a case from that Form I-9, and received a result of employment authorized, you may be able to rely on the information from the employee's previous Form I-9. Follow the steps outlined below when rehiring an employee who previously had a case created in E-Verify and received an employment authorized result.

**If the previously created E-Verify case  
received a result of employment  
authorized and the Form I-9 has:**

**Then:**

No expired documents

Write the employee's rehire date in Section 3 of the existing Form I-9. **Do not** create a new case in E-Verify.

*or*

Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

An expired:

- U.S. passport *or*
- U.S. passport card *or*
- Permanent Resident Card *or*
- Alien Registration Receipt Card (Form I-551)
- List B document

Write the employee's rehire date in Section 3 of the existing Form I-9. **Do not** create a case in E-Verify.

*or*

Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

An expired List A or List C document that triggers reverification

Write the employee's rehire date and the updated employment authorization document information in Section 3 of the existing Form I-9. **Do not** create a case in E-Verify.

*or*

Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

See the [Handbook for Employers M-274, Section 5.2 Reverifying or Updating Employment Authorization for Rehired Employees](#) for more information on rehires.

**REMINDER**

- \* Do **not** specify or request which document a newly hired employee must use for Form I-9.
- \* If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), and you will create a new E-Verify case for the employee, make a copy of the document and retain it with Form I-9.

**Last Reviewed/Updated:** 04/23/2018

**2.1.3 Unexpired Document Required**

Employees must present unexpired documents for Form I-9 verification (see exception below) and for the employer to create an E-Verify case. If an expired document is entered into E-Verify, it generates an error message and you will not be allowed to continue creating the case. The employee will need to present acceptable unexpired document(s) and employers will need to correct Form I-9 before they can create an E-Verify case.

**EXCEPTIONS:** Just because the employee presented an expired document does not mean he or she is not authorized to work. If the employee provides unexpired documentation that is used to create another case, it may still be possible for E-Verify to confirm their employment eligibility.

In limited situations, employers may accept a document that appears expired on its face for Form I-9 verification. Foreign nationals in certain eligibility categories who timely file a renewal application for an Employment Authorization Document (EAD) may receive an automatic extension of their EAD. The extension begins on the date the EAD expires and continues for up to 180 days unless the application is denied. The employee's EAD may be combined with the Form I-797C, Notice of Action, showing both the renewal application was timely filed and the same qualifying eligibility category as that on the expired EAD, to demonstrate the extended validity of the EAD for 180 days. In the case of an EAD in category A12 or C19, Form I-797C can show either A12 or C19 and they do not have to match. This document combination is considered to be an unexpired EAD under List A. The receipt number on the Form I-797C should be entered as the document number when the case is created in E-Verify.

**NOTE:** *Not all EADs can receive an auto-extension; only EADs issued under specific eligibility category codes qualify. See [Section 4.2 Automatic Extensions of Employment Authorization Documents \(EADs\) in Certain Circumstances in the Handbook for Employers \(M-274\)](#) or visit [www.uscis.gov/I-9central](http://www.uscis.gov/I-9central) for more information about which EAD category codes qualify for the auto-extension.*

When a Temporary Protected Status (TPS) designation for a particular country is authorized, DHS may automatically extend the expiration date of the EAD issued to those TPS beneficiaries via a notice published in the Federal Register. In this situation, the published notice will state the date to which the EAD has been extended. If the notice is presented for Form I-9 completion, record the date the EAD has been automatically extended to as the expiration date.

**NOTE:** *The employee does not have to provide proof that they are a national of a country designated for TPS.*

DHS also sometimes extends two-year Permanent Resident Cards (Form I-551) via Form I-797. The Permanent Resident Card with Form I-797 noting the extension can be presented as a List C document for Form I-9. Additionally, a Permanent Resident Card with a USCIS-issued sticker extending its validity is a List A document.

**Last Reviewed/Updated:** 04/23/2018

**2.2 Create A Case**

After Form I-9 is complete, the next step is to create a case in E-Verify using the information from Form I-9. E-Verify cases must be created no later than the third business day after the employee starts work for pay. Employers who learn that they inadvertently failed to create a case by the third business day after the employee started work for pay should bring themselves into compliance immediately by creating a case for the employee.

Do not create a case for an employee whose first day of employment is before the effective date of the employer's MOU.



For more information on E-Verify procedures for federal contractors with the FAR E-Verify clause, refer to the [E-Verify Supplemental Guide for Federal Contractors](#).

Follow the steps outlined below in How to Create a Case – Process Overview.

## HOW TO CREATE A CASE – PROCESS OVERVIEW

1. From the E-Verify Welcome page, click the drop-down arrow next to Cases and select **New Case**.



2. Enter the employee's information from Section 1 of Form I-9. If you do not enter required information, E-Verify generates a field error message and you must enter the required information to continue with the case.

When entering more than one last name into the Other Last Names Used field, press the Tab or Enter key after each last name is added.

**NOTE:** *If the employee provided an email address on Form I-9, you must enter it into E Verify. E-Verify may send the employee email notifications with information about his or her E Verify case. If the employee did not provide an email address on Form I-9, click the box next to **No email address provided**.*

Click **Continue**.

3. From Section 1 of the employee's Form I-9, choose the appropriate option for Citizenship Status.
  - A citizen of the United States
  - A noncitizen national of the United States
  - A lawful permanent resident
  - An alien authorized to work

The screenshot shows a web form titled "Citizenship Status". Below the title are four rectangular buttons arranged horizontally. The first button is labeled "A citizen of the United States", the second "A noncitizen national of the United States", the third "A lawful permanent resident", and the fourth "An alien authorized to work". Below these buttons is a blue "Continue" button.

Click **Continue**.

4. Click **List A Document** or **List B & C Document**, using information provided in Section 2 of the employee's Form I-9. Then select the document or combination of documents provided in Section 2.

The screenshot shows a web form titled "Employer or Authorized Representative Review and Verification". Below the title is the question "What document types are on John Doe's Form I-9?". There are two buttons: "List A Document" (highlighted in blue) and "List B & C Document". Below these buttons is a dropdown menu labeled "List A Document". At the bottom of the form is a blue "Continue" button.

**Employer or Authorized Representative Review and Verification**

What document types are on John Doe's Form I-9?

List A Document    **List B & C Document**

List B Document

List C Document

**Continue**

**Select the document number provided on the Form I-9**

Alien Registration Number    Form I-94 Admission Number    Foreign Passport Number

**Continue**

**IMPORTANT:** If you select driver's license, E-Verify will prompt you to select the state. Enter the requested information and click **Continue**.

5. Type the employee's first day of employment recorded in Section 2 of Form I-9 into the Employee's First Day of Employment field. Alternatively, you may click **Today**, **1 Day Ago**, or **2 Days Ago** and the corresponding date automatically populates in the Employee's First Day of Employment field.

The screenshot shows a web form titled "Additional Case Details". It contains three main sections: 1. "Select the Employee's First Day of Employment" with three radio button options: "Today", "1 Day Ago", and "2 Days Ago". 2. "Employee's First Day of Employment" with a text input field showing "MM/DD/YYYY" and a help icon. Below this is a note: "Employees must be verified within three business days of their first day of employment." 3. "Employee ID (Optional)" with a text input field and a note: "An optional, 40-character field that you may create to easily identify and locate your employee's E-Verify case." At the bottom is a blue "Continue" button.

## Additional Case Details

Select the Employee's First Day of Employment

Today 1 Day Ago 2 Days Ago

Employee's First Day of Employment ?

MM/DD/YYYY

*Employees must be verified within three business days of their first day of employment.*

Employee ID (Optional)

*An optional, 40-character field that you may create to easily identify and locate your employee's E-Verify case.*

Continue

If the case is being created 3 or more days past the employee's first day of employment, you must provide a reason for the delay. Select one of the following reasons from the drop-down menu:

- Awaiting Social Security Number
- Technical Problems
- Audit Revealed that New Hire Was Not Run
- Other
- Federal Contractor with E-Verify Clause verifying an existing employee

If **Other** is selected, E-Verify requires you to type the reason in the **Reason for Delay** text box.

**Additional Case Details**

Select the Employee's First Day of Employment

Today 1 Day Ago 2 Days Ago

Employee's First Day of Employment ⓘ

09/16/2020

Employee must be verified within three business days of their first day of employment.

**⚠ Case has not been submitted within three business days of their first day of employment.**  
You must submit a case no later than the end of three business days after a new hire has begun work for pay. You may still submit the case beyond the three-day deadline, but you must state a reason why you submitted the case late.

Select a Reason for Delay

Select an option...

- Awaiting Social Security Number
- Technical Problems
- Audit Revealed that New Hire Was Not Run
- Other
- Federal Contractor with E-Verify Clause verifying an existing employee

An optional 40-character field that you may create to easily identify and locate your employee's E-Verify case.

**Continue**

**NOTE:** If you enter a date more than 90 business days beyond the current date in the *Employee's First Day of Employment* field, E-Verify displays an error message informing this date must be between 11/07/1986 and 90 business days in the future.

Provide Visa Number when applicable.

**Employee ID** is an optional field for users who wish to assign an internal tracking code to a case. If desired, enter a unique identifier assigned to this case.

Click **Continue**.

❓ For additional information simply by clicking any help text symbol. ⓘ

#### REMINDER

- \* Complete Form I-9 before creating a case in E-Verify.
- \* Enter the employee's email address if provided on Form I-9 or indicate "No email address provided."
- \* Create cases for all newly hired employees no later than the third business day after the employee's first day of employment.

**Last Reviewed/Updated:** 09/24/2020

### 2.2.1 Employee's First Day Of Employment

The employee's first day of employment is the date the employee begins working in exchange for wages or other remuneration. The employee's first day of employment is recorded in Section 2 of Form I-9.

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States. The employee's first day of employment (mm/dd/yyyy): <span style="border: 1px solid red; border-radius: 50%; padding: 2px;"> </span> (See instructions for exemptions)				
Signature of Employer or Authorized Representative		Today's Date(mm/dd/yyyy)		Title of Employer or Authorized Representative
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative		Employer's Business or Organization Name
Employer's Business or Organization Address (Street Number and Name)			City or Town	State      ZIP Code

If Form I-9 is completed after the employee accepts the offer of employment, but before the actual start of work for pay or other remuneration, it is possible that the first day of employment recorded on Form I-9 could change after the employer created the case in E-Verify. If this happens, no additional action is required in E-Verify as the first day of employment cannot be changed once the case has been submitted. If the employee's first day of employment changes, employers should correct the date originally indicated as the employee's first day of employment in the certification block in Section 2 on the employee's Form I-9. Consult the [Handbook for Employers \(M-274\)](#) or visit [www.uscis.gov/i-9central](http://www.uscis.gov/i-9central) for more information.

Employees whose first day of employment was on or before November 6, 1986, are not subject to Form I-9. Therefore, employers may not create E-Verify cases for these employees based on this employment. Individuals hired for employment in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009, are not subject to Form I-9 and their employers may not create cases in E-Verify for them based on this employment.

**Last Reviewed/Updated:** 04/23/2018

### 2.2.2 E-Verify Photo Matching

E-Verify photo matching will prompt the E-Verify user to compare the employee's photo document with a photo displayed during creation of the E-Verify case. This helps ensure that the document the employee provided matches records available to DHS.

The four List A documents that will trigger photo matching are the U.S. passport, passport card, Permanent Resident Card (Form I-551) and Employment Authorization Document (Form I-766). When the employee presents one of these documents, employers must copy the front and back of the document (or in the case of a U.S. passport, copy the Passport ID page and the Passport Barcode page) and retain the copies with Form I-9. If the employee's Form I-9 information matches records available to DHS, E-Verify displays the employee's photo from the document presented.

To match photos, compare the photo displayed by E-Verify to the photo on the employee's actual document or a copy of the employee's document and determine if the photos are reasonably identical. The photos should be identical with only minor variations in shading and detail based upon the age and wear of the employee's document and the quality of your computer monitor.

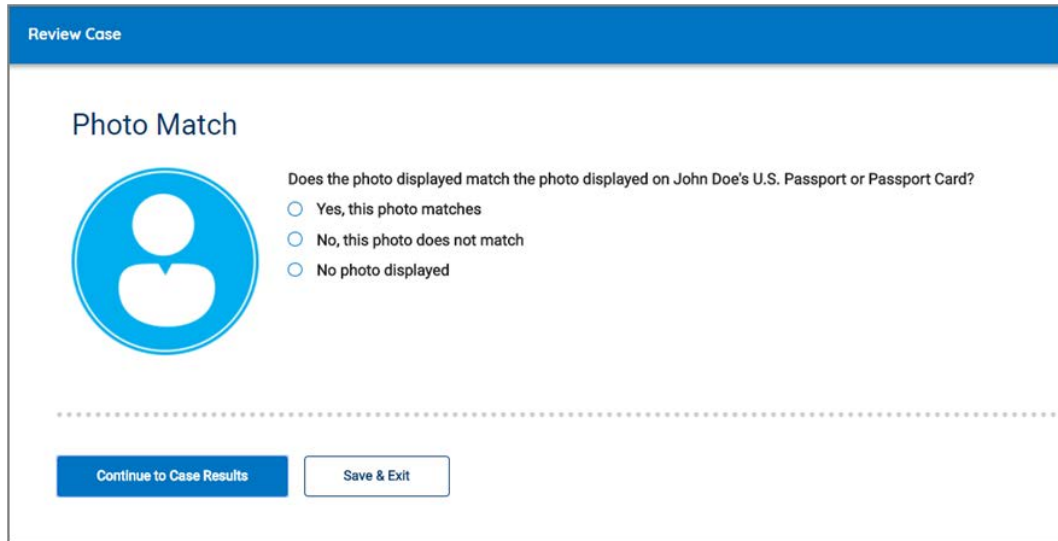
Note that a watermark has been added to the photo displayed in E-Verify to prevent unauthorized use. The photo on the document presented by the employee should not have a watermark. Absence of a watermark on the photo from the employee's document does not mean that the document is not genuine.

Do not compare the photo displayed by E-Verify to the actual employee. Employers should have directly compared the photo on the document to the employee during Form I-9 completion and prior to creating the E-

Verify case. Photo Matching - Process Overview provides a summary.

## PHOTO MATCHING – PROCESS OVERVIEW

- ▶ E-Verify prompts you to compare a photo displayed in E-Verify with the employee's Form I 9 photo document. You must obtain a copy of the employee's document and retain it with Form I-9.
- ▶ Account for minor variations in shading and detail between the two photos.
- ▶ Select the option next to the appropriate response.
- ▶ Click **Continue to Case Results**.

The screenshot shows the 'Review Case' window in E-Verify. The title bar is blue with the text 'Review Case'. The main content area has a white background. At the top left, it says 'Photo Match'. Below this is a large blue circular icon containing a white silhouette of a person's head and shoulders. To the right of the icon, the text reads: 'Does the photo displayed match the photo displayed on John Doe's U.S. Passport or Passport Card?'. Below this text are three radio button options: 'Yes, this photo matches', 'No, this photo does not match', and 'No photo displayed'. At the bottom of the window, there are two buttons: 'Continue to Case Results' (blue) and 'Save & Exit' (white with a blue border).

- **Yes, this photo matches** – The photo on the employee's actual document or a copy matches the photo displayed by E-Verify. Clothing, hair style, facing direction and appearance on the card should be identical to the photo displayed by E-Verify.
- **No, this photo does not match** – The photo on the employee's actual document or a copy does not match the photo displayed in E-Verify.
- **No photo displayed** – No photo was displayed for the E-Verify user to compare with the employee's document provided. This option should be selected when E-Verify either displays no photo or it displays an image of something other than a photo of a person, such as an image of a document.

**NOTE:** If you do not make a selection and click *Continue*, the case will receive a status of *Photo Matching Required*. See Section 4.2 *Case Alerts and View/Search Cases* for guidance on how to search for and view existing cases in E-Verify.

- If you select **No, this photo does not match** or **No photo displayed**, E-Verify prompts you to upload a photo of your employee's document and click **Continue**.

**NOTE:** For most documents presented, E-Verify requests an image of both the front and back. If you are entering a U.S. passport or passport card, E-Verify will request an image of the Passport ID page and the Passport Barcode page.

- Click **Continue**.

**NOTE:** Each file must be a .jpg, .pdf, or .png file that is no greater than 4MBs.

**IMPORTANT:** Compare the photo displayed in E-Verify with the employee's Form I-9 photo document, not to the actual employee.

After a selection is made, one of the following case results will appear:

- EMPLOYMENT AUTHORIZED, Section 3.1
- TENTATIVE NONCONFIRMATION (TNC), Section 3.3

Each case result requires different actions or steps to continue or close the case. These actions are outlined in each case result section throughout this manual.

#### REMINDER

- \* Employees always have a choice of which acceptable documents to present for Form I-9; employers must **not** require workers to present documents that activate photo matching.
- \* Make a copy of all U.S. passports, passport cards, Permanent Resident Cards (Form I-551) and Employment Authorization Documents (Form I-766) presented by employees and retain them with Form I-9.
- \* The photo will display automatically in E-Verify during the verification process.
- \* Only compare the employee's Form I-9 photo document to the photo displayed in E-Verify.

**Last Reviewed/Updated:** 04/23/2018

#### 2.2.3 Review Case- And Are You Sure? Alert

Users are prompted to review and confirm that the information entered is correct and may edit case details before submitting the case. If the information entered does not immediately match records available to SSA and/or DHS, the Review Case – Are You Sure? screen appears so the user can confirm that the information entered matches the Form I-9. Users may either confirm that the information matches Form I-9 or change the information in the prompted fields if they entered the information incorrectly. Follow the steps in the Review Case – Process Overview.

## REVIEW CASE - PROCESS OVERVIEW


- ▶ Review information entered into E-Verify and confirm it matches information entered on the employee's Form I-9.
- ▶ Click **Edit Case Details** to make corrections if necessary, then click **Continue** to return to the Review Case screen.
- ▶ Click **Submit Case**.

**NOTE:** *If you do not click Continue or Close Case, the case will receive a status of Case Incomplete. To search for a case, see Section 4.2 Case Alerts and View/Search Cases.*

**IMPORTANT:** If you need more time to verify the information is correct, you may click **Save & Exit** to exit the case. You can locate the case later under View/Search Cases. If you determine you no longer need to submit the case, you may click the **Close Case** link and the case will be closed without being submitted.

- ▶ If information entered does not immediately match records available to SSA and/or DHS, E-Verify will prompt you with a second alert asking you to confirm the information is correct.
- ▶ Review information on the screen to ensure it matches what the employee entered in Section 1 of Form I-9. Select the appropriate option, indicating whether the information displayed matches the Form I-9. If the information does not match what was entered on Form I-9, correct the field in the alert to match the Form I-9.
- ▶ Click **Continue to Case Results**.

**Review Case**

**Are you sure?**  
Check your data entry with John Doe's Form I-9.


**First Name Entered**  
John

☒ Information entered matches Form I-9  
☐ Information entered does not match Form I-9

Update First Name Entry  
  
Given name

**Last Name Entered**  
Doe

☒ Information entered matches Form I-9  
☐ Information entered does not match Form I-9

Update Last Name Entry   
  
Family name or surname

Continue to Case Results

Save & Exit

If you do not select an option, a message will appear instructing you to select an option before you can continue.

If you need more time to verify the information is correct, you may click **Save & Exit** to exit this case. You can locate the case later under View/Search Cases. If you do not click **Continue to Case Results** or **Save & Exit**, the case will receive a status of Case Incomplete. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.

**Last Reviewed/Updated:** 06/26/2018

## 2.3 Duplicate Cases Found Alert

A duplicate cases found alert appears for a case that contains the same information found in one or more cases created within the last 30 days under the same employer account. Receiving a duplicate cases found alert does not necessarily mean that you should not proceed with the new case you are creating. There may be valid reasons for an employer to create a new case for the same employee, such as if the previous case contains

incorrect information. However, all cases must be closed in order for the cases to be considered complete. Review the situation and decide whether to continue with the present case and close any open duplicate cases that may have been created in error. Follow the steps in the Duplicate Cases Found Alert – Process Overview.

## DUPLICATE CASES FOUND ALERT – PROCESS OVERVIEW

- ▶ The Duplicate Cases Found alert displays all cases created under this employer account within the last 30 days using duplicate information. Before proceeding with a new case, you should close all open duplicate cases.
- ▶ Open cases will have a blue Close Case next to the Case Number.
  - To close an individual case, click **Close case**.
  - To close multiple open cases, click **Close all cases**.
  - All cases closed from within this alert will be closed as duplicate cases.
- ▶ **Close case** next to the Case Number will be inactive for closed cases. If all cases displayed in the alert have been closed, **Close all cases** will be inactive.
- ▶ If you decide to continue processing a duplicate case listed in this alert, you may abandon the current case with no further action, as the case has not been created yet.

**NOTE:** Program administrators and general users can update and close all cases previously created under the same employer account, regardless of who created the case.

**E-Verify**

### Duplicate Cases Found

There are currently 5 existing cases for **John Doe** with **Excella Test Employer**. Before proceeding with a new case, you should close all previous duplicate cases. To view additional case details for any of the cases below, click on the Case Number. You can also continue those cases from there.

Name	Case Creator	Case Number	
test case	Matt Acors	2018051203809SZ	Close case
test case	Matt Acors	2018051203945TA	Close case
test case	Matt Acors	2018051204040TB	Close case
test case	Matt Acors	2018051204152TC	Close case
test case	Matt Acors	2018051204224TD	Close case

[Continue anyway](#) [Close all cases](#)

- To continue the case without closing duplicate cases, click **Continue anyway**.
- If you select Continue anyway in error, you may to click **Back** and return to the list of duplicate cases.

- If you click Continue anyway, you must enter a reason for continuing the case without closing previous cases.
- Once you've typed a reason in the text box, Click **Continue**.

**E-Verify**

### Continue with Existing Case

You have opted to continue with the existing case for **John Doe** without closing the previous duplicate cases. Please enter a reason for continuing with this case without closing the previous duplicate cases.

Reason for Continuing Case

Required

Back Continue

Last Reviewed/Updated: 04/23/2018

### 3.0 Case Results

E-Verify checks information entered against records available to SSA and DHS. Once a case is created, a result is displayed. The chart below provides an overview of the case results that E-Verify may return. This section provides additional information on each case result.

## CASE RESULTS - OVERVIEW

#### Employment Authorized

The employee's information matched records available to SSA and/or DHS.

#### Verification In Process

This case was referred to DHS for further verification.

#### Tentative Nonconfirmation (TNC)

Information did not match records available to SSA and/or DHS. Additional action is required.

**Case in Continuance**

The employee has visited an SSA field office or contacted DHS, but more time is needed to determine a final case result.

**Close Case and Resubmit**

SSA or DHS requires that you close the case and create a new case for this employee. This result may be issued when the employee's U.S. passport, passport card, or driver's license information is incorrect.

**Final Nonconfirmation**

E-Verify cannot confirm the employee's employment eligibility after the employee visited SSA or contacted DHS.

**Last Reviewed/Updated:** 04/23/2018

### 3.1 Employment Authorized

Most E-Verify cases receive a case result of Employment Authorized. Employment Authorized means that the information entered into E-Verify matched records available to SSA and/or DHS confirming employment eligibility of the employee whose information was entered. E-Verify automatically closes cases resulting in Employment Authorized. You can locate the closed case and view case details in View/Search Cases. See Section 4.2 Case Alerts and View/Search cases for guidance on how to search for and view existing cases in E-Verify. At this stage, you should record the case number on this employee's Form I-9 or print out the Case Details page and attach it to the Form I-9.

**NOTE:** *Automatic closure only applies to employers directly accessing E-Verify to create cases. If you are using web service software to create cases, you must manually close all cases, including cases resulting in employment authorized.*

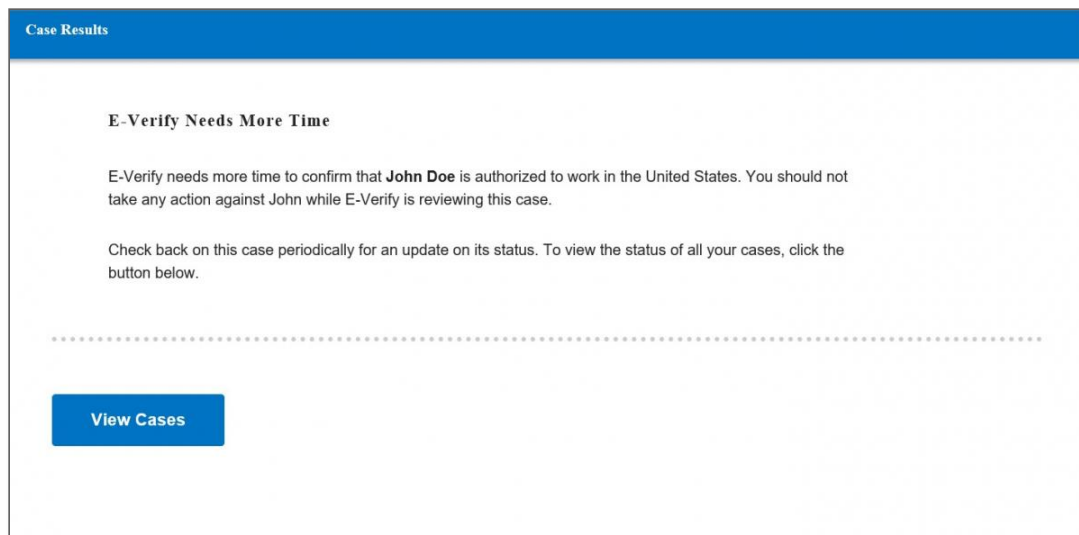
**Last Reviewed/Updated:** 04/23/2018

### 3.2 Verification In Process

A case result of Verification in Process means that DHS cannot verify the data and needs more time. The case is automatically referred for further verification. DHS will respond to most of these cases within 24 hours, although some responses may take up to 3 federal government working days. No action is required by either you or the employee at this time, but you can check E-Verify daily for a response. See Verification in Process – Process Overview.

## VERIFICATION IN PROCESS – PROCESS OVERVIEW

- ▶ E-Verify displays a Verification in Process case result in the View/Search Cases screen. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.
- ▶ When you open a case with a Verification in Process case result, E-Verify displays the E-Verify Needs More Time screen below.



- ▶ Check E-Verify for changes to case results.
- ▶ DHS may take 3 federal government working days to respond.
- ▶ Follow the next step based on the case result provided.

After the 3 federal government working days, a Verification in Process case result will provide one of the following case results:

- EMPLOYMENT AUTHORIZED, Section 3.1
- TENTATIVE NONCONFIRMATION (TNC), Section 3.3
- CASE IN CONTINUANCE, Section 3.4

Each case result requires its own actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

## VERIFICATION IN PROCESS SUMMARY

### EMPLOYER ACTION

- Check E-Verify for case result updates
- Follow next steps based on case result provided
- An employer may not take adverse action against an employee because of a Verification in Process result

### EMPLOYEE ACTION

- None

**Last Reviewed/Updated:** 10/05/2020

### 3.3 Tentative Nonconfirmation (TNC)

A TNC means that the information entered into E-Verify does not match records available to SSA and/or DHS. It is possible for an employee to receive a dual TNC, which means the case received a TNC result from both agencies at the same time because information entered into E-Verify does not match records available to both SSA and DHS. E-Verify identifies the agency or agencies associated with the mismatch in the TNC Further Action Notice. When E-Verify displays a TNC case result, the employer must first notify the employee and complete the referral process as soon as possible within 10 federal government working days after E-Verify issued the TNC result.

A case can result in a TNC with SSA because:

- The employee's citizenship or immigration status was not updated with SSA.
- The employee did not report a name change to SSA.
- The employee's name, Social Security number and/or date of birth are incorrect in SSA records.
- SSA records contain another type of mismatch.
- The employer entered the employee's information incorrectly in E-Verify.

A case can result in a TNC with DHS because the employee's:

- Name, Alien Number, Form I-94 number and/or foreign passport number are incorrect in DHS records.
- U.S. passport, passport card, driver's license, state ID, or foreign passport information could not be verified.
- Information was not updated in the employee's DHS records.
- Citizenship or immigration status changed.
- Record contains another type of error.
- Employer entered information incorrectly in E-Verify.
- Photo did not match.

**IMPORTANT:** Employers may not terminate, suspend, delay training, withhold or lower pay, or take any other adverse action against an employee because the employee received a TNC, until the TNC becomes a Final Nonconfirmation.

If the employee chooses not to take action on the TNC, the employer may terminate employment with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A paragraph 13 of the MOU. The case can be treated as a Final Nonconfirmation and the employer should close the case in E-Verify.

If the employee does not give the employer their decision by the end of the 10th federal government working day after E-Verify issued the TNC result, the employer should close the case in E-Verify. E-Verify will be unable to confirm the employee is authorized to work in United States and the employer can terminate employment.

For more information, see Section 4.1 Close Case.

The following sections outline the specific steps required when a TNC case result is received.

**Last Reviewed/Updated:** 10/05/2020

### 3.3.1 Notify Employee Of TNC

You must notify the employee about their Tentative Nonconfirmation (TNC) result as soon as possible within 10 federal government working days after E-Verify issued the TNC by following the steps in Notify Employee of TNC – Process Overview.

## NOTIFY EMPLOYEE OF TNC – PROCESS OVERVIEW

- Download and print the Further Action Notice.

**NOTE:** *The Further Action Notice prints in English by default, but may also be printed Spanish.*

- To print in English, click **Download Further Action Notice**.
- To print in Spanish, click the down arrow next to English and select **Spanish**, then click **Download Further Action Notice**.

**Case Results**

**Tentative Nonconfirmation**

It's okay! E-Verify just needs some more information from you and **John Doe** before confirming employment authorization. Here are the next steps you both will need to take.

---

**Next steps:**

**STEP 1**

Download, print, and review the Further Action Notice with John privately. Make sure that John fully understands the Further Action Notice. This document will explain why John received this result, and what to do next.

If you encounter any issues downloading your document, please ensure that you are using the latest version of your browser and that your pop-up blocker is disabled.

**Download Further Action Notice**

English ▼

Spanish

- Review the Further Action Notice with the employee in private and instruct the employee to confirm whether the information listed at the top is correct.
- If you determine that you entered information incorrectly, select the statement indicating the information was not correct, then click **Close Case**. The case will be closed due to incorrect data.

**STEP 2**

Ask if John will choose to take action to resolve this error and correct the data mismatch that led to this result.

☐ If John chooses to take action to resolve this case, indicate that in the option below. Make sure John understands that after you select this option, there will be a deadline of **8 federal working days** starting today to take action. If an email was provided, John will receive a confirmation email that indicates when this countdown begins.

☐ If John chooses not to take action to resolve this case, indicate that in the option below. You will receive a final result that indicates that we were unable to confirm employment eligibility. John needs to understand that refusing to take action could result in losing this job.

After John has reviewed the Further Action Notice, indicate the decision below:

☐ John will take action to resolve this E-Verify case. John understands that action must be taken by **September 16, 2020**.

☐ John will not take action to resolve this case. John understands that this cannot be undone and choosing not to take action could result in termination of employment.

☒ The information entered was not correct. I am choosing to close this case.

Continue **Save & Exit**

If the employee cannot read, you must read the Further Action Notice to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of the Further Action Notice in the appropriate language, which is available in View Essential Resources.

**IMPORTANT:** You may provide the Further Action Notice to the employee in person, by fax, email, overnight or next-day delivery service, as long as you take proper precautions to ensure the employee's information is protected.

- Instruct the employee to indicate whether he or she will take action to resolve the TNC, then have the employee sign and date the Further Action Notice printed in English.
- Provide the employee a copy of the signed Further Action Notice in English (and a translated version, if appropriate).
- Attach the original signed Further Action Notice to the employee's Form I-9.

If the employee does not tell you whether they will take action by the end of the 10th federal government work day after E-Verify issued the TNC result, you should close the case in E-Verify.

**NOTE:** If you need to exit the case for any reason, you may click Save & Exit. You can locate the case later under View/Search Cases. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E Verify.

## NOTIFY EMPLOYEE OF TNC SUMMARY

### EMPLOYER ACTION WITHIN 10 FEDERAL GOVERNMENT WORKING DAYS AFTER E-VERIFY ISSUED THE TNC RESULT

- Download and print the Further Action Notice and confirm whether the information listed at the top is correct
- Privately notify employee of the TNC
- Have employee review and confirm whether the information listed at the top is correct
- Instruct the employee to indicate his or her decision to take action or not and to sign and date the Further Action Notice
- Provide the employee with a copy of the signed Further Action Notice in English (and a translated version, if appropriate)
- Keep the original signed Further Action Notice on file with Form I-9
- Instruct the employee that they must tell you their decision as soon as possible by the 10th federal government working day after E-Verify issued the TNC result or you will close the case in E-Verify.
- Close the case in E-Verify if the employee does not give you their decision by the end of the 10th federal government working day.

### EMPLOYEE ACTION WITHIN 10 FEDERAL GOVERNMENT WORKING DAYS AFTER E-VERIFY ISSUED THE TNC RESULT

- Confirm if the information on the Further Action Notice is correct
- Decide whether to take action to resolve the TNC or not and indicate choice on the Further Action Notice
- Acknowledge the TNC case result by signing and dating Further Action Notice

**Last Reviewed/Updated:** 10/05/2020

#### 3.3.2 Confirm Employee Decision

After the employee is notified of the TNC and decides whether to take action to resolve the case result, the employee should acknowledge the decision on the Further Action Notice. Employees who choose to take action on a TNC are referred to SSA and/or DHS. If a dual TNC is received, the employee will be referred to both SSA and DHS if he or she chooses to take action. To resolve an SSA or DHS TNC, employees should follow the steps outlined in the Confirm Employee Decision and Refer Case – Process Overview.

An employee who chooses to take action to resolve an SSA TNC must visit an SSA field office within 8 federal government working days after the case is referred to begin resolving the TNC. An employee who chooses to take action to resolve a DHS TNC must call DHS within 8 federal government working days after the case is referred to begin resolving the TNC.

If an employee chooses to take action to resolve a DHS TNC issued because of a state motor vehicles agency mismatch, the employee must call DHS within 8 federal government working days after the case is referred. If DHS is unable to resolve the case, the employee may need to contact the state motor vehicles agency that issued the driver's license or state identification card.

An employee who chooses to take action to resolve a dual TNC is only given 8 federal government work days to visit SSA and call DHS to begin resolving both TNCs after the case is referred. Federal government working

days are Monday through Friday (except for federal holidays).

Give the employee the Referral Date Confirmation, and provide applicable documentation from E-Verify. The Referral Date Confirmation provides the date by which the employee must visit SSA and/or call DHS. The employee should bring the Further Action Notice when he or she visits an SSA field office.

If the photos do not match during E-Verify photo matching, E-Verify will prompt the employer to upload copies of the employee's photo document and the case may result in a TNC. When this happens, the employer must notify the employee of the TNC and allow the employee to choose whether to take action to resolve the TNC. If the employee decides to take action on the photo mismatch TNC, the employer must refer the case in E-Verify and the employee must contact DHS to begin resolving the TNC within 8 federal government working days after the case is referred.

## CONFIRM EMPLOYEE DECISION AND REFER CASE – PROCESS OVERVIEW

- Select the option indicating whether or not the employee will take action to resolve the TNC.
- Click **Continue**.

**STEP 2**  
Ask if John will choose to take action to resolve this error and correct the data mismatch that led to this result.

- If John chooses to take action to resolve this case, indicate that in the option below. Make sure John understands that after you select this option, there will be a deadline of **8 federal working days** starting today to take action. If an email was provided, John will receive a confirmation email that indicates when this countdown begins.
- If John chooses not to take action to resolve this case, indicate that in the option below. You will receive a final result that indicates that we were unable to confirm employment eligibility. John needs to understand that refusing to take action could result in losing this job.

After John has reviewed the Further Action Notice, indicate the decision below:

- ☒ John will take action to resolve this E-Verify case. John understands that action must be taken by **September 16, 2020**.
- ☐ John will not take action to resolve this case. John understands that this cannot be undone and choosing not to take action could result in termination of employment.
- ☐ The information entered was not correct. I am choosing to close this case.

Continue      Save & Exit

**NOTE:** If you indicate that the employee will take action to resolve the TNC, the employee's has 8 federal government working days from when you click *Continue* to visit SSA and/or call DHS.

### EMPLOYEE WILL TAKE ACTION TO RESOLVE TNC:

- Download and print the Referral Date Confirmation, attach a copy to the employee's Form I-9, and provide the original to the employee.
- The Referral Date Confirmation downloads in English by default, but may also be downloaded in Spanish.
  - To download/print in English, click **Download Referral Date Confirmation**.
  - To download/print in Spanish, click the down-arrow next to English and select **Spanish**, then click **Download Referral Date Confirmation**.
- Click **Continue**.

**NOTE:** *If the employee cannot read, you must read the Referral Date Confirmation to the employee. Provide employees who do not speak English as their primary language or have a limited ability to read or understand the English language, with a translated version of this confirmation in the appropriate language. Additional languages are available, in Other Resources under Resources/View Essential Resources in E-Verify.*

**IMPORTANT:** If you determine information in the case is incorrect and the case should be closed, select the option indicating the employee will not take action. The case will receive a Final Nonconfirmation result and you will be prompted to close the case. Once you click **Close Case**, you may select an option indicating you are closing the case because information was entered incorrectly. Close the case only after E-Verify provides a final case result or if you no longer need to continue to confirm the employment eligibility of the employee.

#### IF EMPLOYEE WILL NOT TAKE ACTION TO RESOLVE THE TNC:

- Confirm that you selected the correct option.

- Click **Continue** to close the case.
- Click **Cancel** to return to the previous screen.

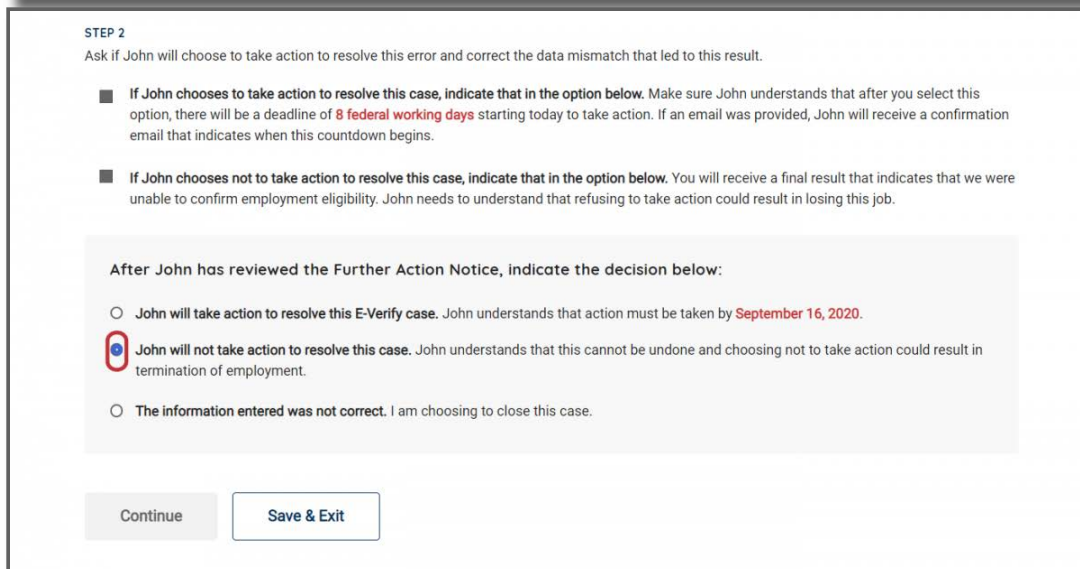
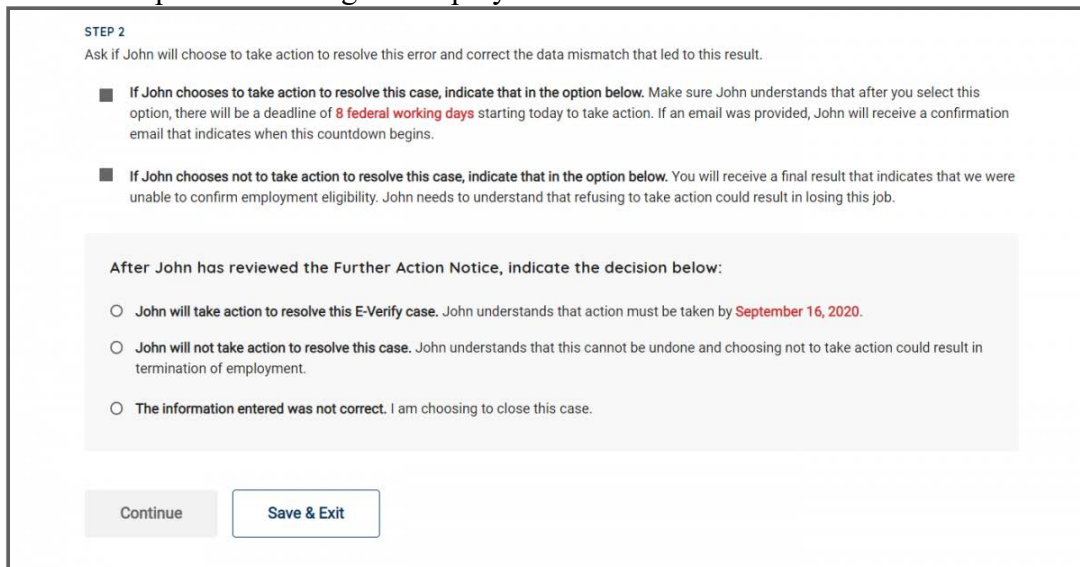
**NOTE:** *If you click Continue to close the case, E-Verify displays an updated case status of Final Nonconfirmation.*

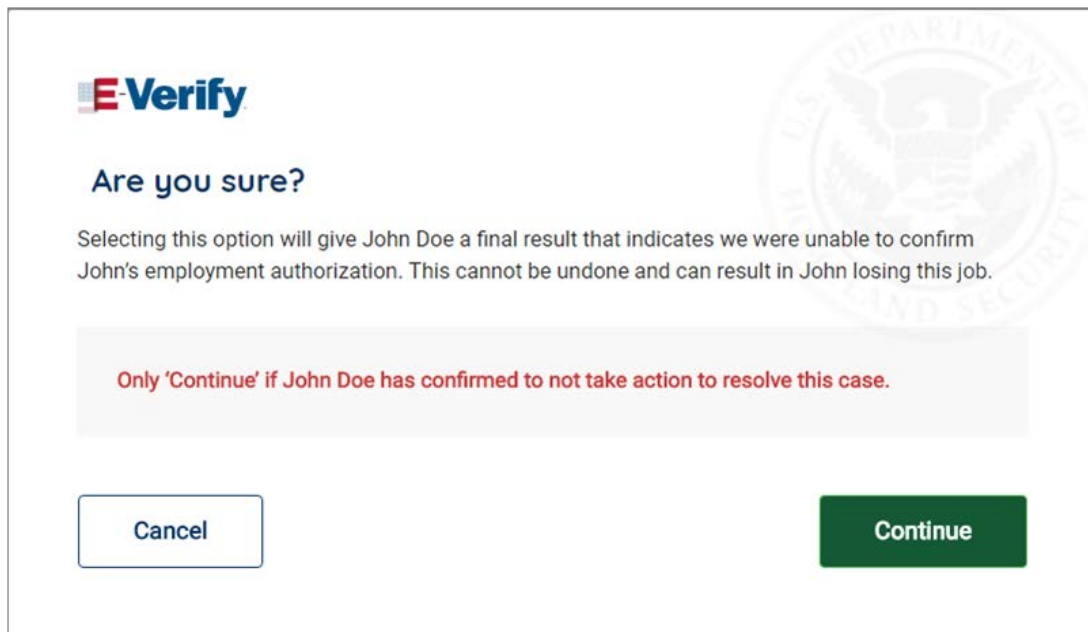


- Click **Close Case**.

**IF THE EMPLOYEE DOES NOT GIVE YOU THEIR DECISION TO TAKE ACTION TO RESOLVE THE TNC BY THE END OF THE 10TH FEDERAL GOVERNMENT WORKING DAY AFTER E-VERIFY ISSUED THE TNC RESULT:**

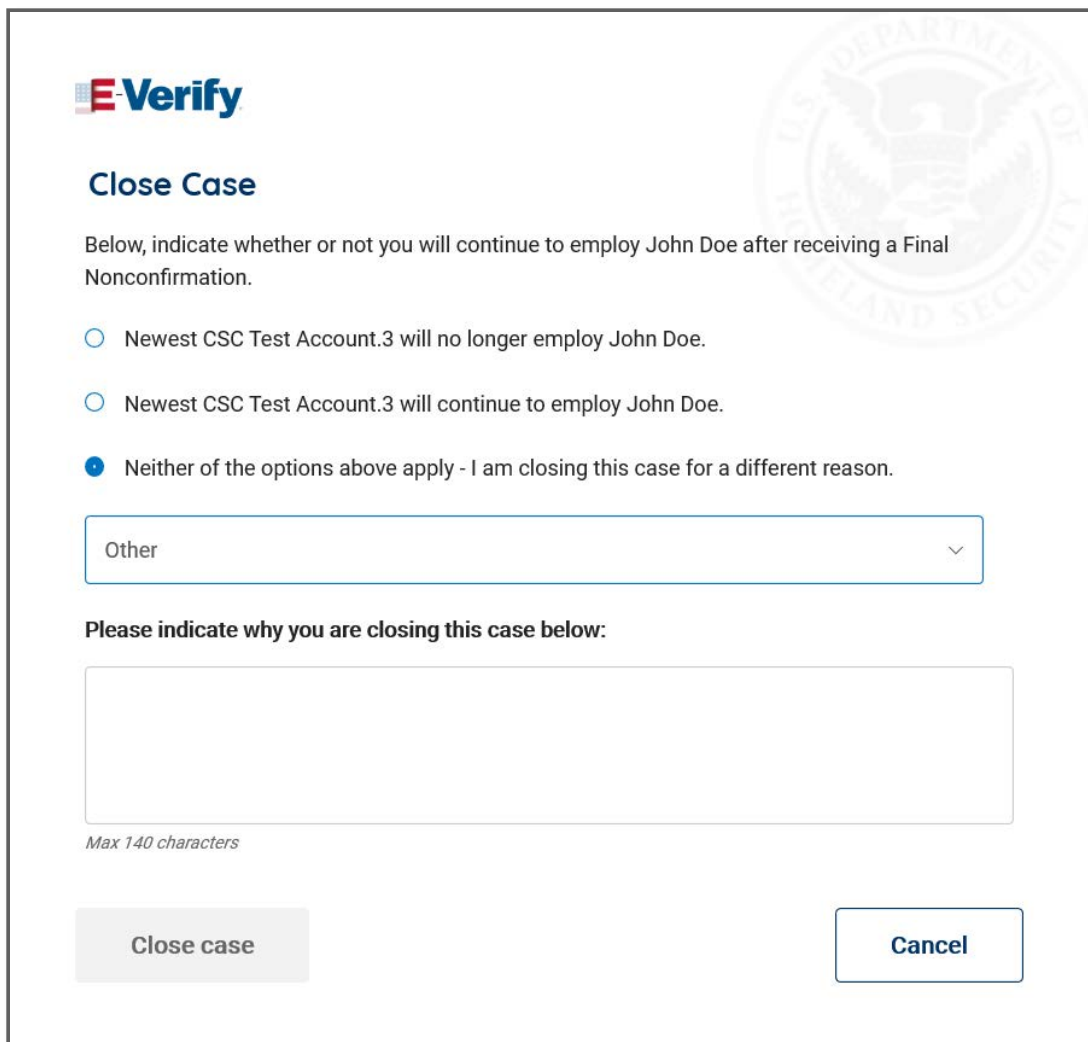
- Select the option indicating the employee will not take action to resolve this E-Verify case.





The screenshot shows the E-Verify 'Are you sure?' confirmation screen. At the top left is the E-Verify logo. In the center, the heading 'Are you sure?' is displayed. Below it, a paragraph states: 'Selecting this option will give John Doe a final result that indicates we were unable to confirm John's employment authorization. This cannot be undone and can result in John losing this job.' A red warning box contains the text: 'Only 'Continue' if John Doe has confirmed to not take action to resolve this case.' At the bottom, there are two buttons: 'Cancel' (white with a blue border) and 'Continue' (solid green).

- ▶ Select “Neither of the options above apply - I am closing this case for a different reason.”
- ▶ Click drop-down list and select “Other”
- ▶ Type “Administrative / Employee Unavailable” or “Employee chose not to make a decision” in the text box.



The screenshot shows the E-Verify 'Close Case' screen. At the top left is the E-Verify logo. The heading 'Close Case' is centered. Below it, a paragraph states: 'Below, indicate whether or not you will continue to employ John Doe after receiving a Final Nonconfirmation.' There are three radio button options: 'Newest CSC Test Account.3 will no longer employ John Doe.', 'Newest CSC Test Account.3 will continue to employ John Doe.', and 'Neither of the options above apply - I am closing this case for a different reason.' The third option is selected. Below the radio buttons is a drop-down menu with 'Other' selected. Underneath the drop-down, the text 'Please indicate why you are closing this case below:' is followed by a large text input box. Below the input box, the text 'Max 140 characters' is displayed. At the bottom, there are two buttons: 'Close case' (light gray) and 'Cancel' (white with a blue border).

- ▶ Click **Close Case**.



**NOTE:** See Section 4.1 Close Case – Process Overview for additional guidance on closing a case that received a Final Nonconfirmation result.

SSA and DHS have 10 federal government working days from the date the case was referred to update the case result in E-Verify. Check E-Verify periodically for an update on the case result. A case referred to SSA or DHS is updated with one the following results:

- EMPLOYMENT AUTHORIZED, Section 3.1
- VERIFICATION IN PROCESS, Section 3.2
- CASE IN CONTINUANCE, Section 3.4
- CLOSE CASE AND RESUBMIT, Section 3.5
- FINAL NONCONFIRMATION, Section 3.6

Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

## CONFIRM EMPLOYEE DECISION AND REFER CASE SUMMARY

### EMPLOYER ACTION

- Take next steps in E-Verify based on the employee's decision to take action or not regarding the TNC.
- If employee decides to take action, refer the case.
- If referred:
  - Print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9
  - Check E-Verify for case result updates and follow steps based on case result provided.
- If the employee decides not to take action, close the case.

### EMPLOYEE ACTION

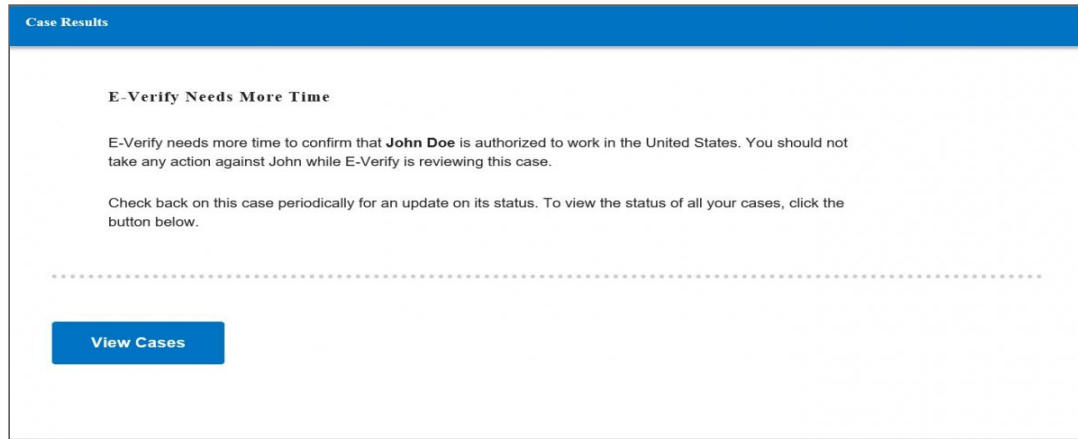
- Take next steps based on decision to take action or not
- If referred, visit a SSA field office and/or contact DHS within 8 federal government working days and present the Further Action Notice and applicable original documents listed on the Further Action Notice
- Follow SSA or DHS instructions or next steps

**Last Reviewed/Updated:** 10/06/2020

### 3.4 Case In Continuance

A Case in Continuance status indicates that the employee has visited an SSA field office and/or contacted DHS, but more time is needed to determine a final case result. The reason SSA or DHS needs more time varies with

each situation. Employers should check E-Verify periodically for case result updates. The employer may not terminate or take adverse action against an employee because of the TNC while SSA or DHS is reviewing the employee's case.



Once SSA or DHS has updated E-Verify, the case will have one of the following results:

- EMPLOYMENT AUTHORIZED, Section 3.1
- VERIFICATION IN PROCESS, Section 3.2
- CLOSE CASE AND RESUBMIT, Section 3.5
- FINAL NONCONFIRMATION, Section 3.6

Each case result requires its own actions or steps for employers to continue or close the case. These actions are outlined in each case result section throughout this manual.

**NOTE:** *If a case has had a SSA or DHS Case in Continuance result for more than 60 federal government working days, contact E-Verify Contact Center at 888-464-4218 or [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov).*

## SSA or DHS CASE IN CONTINUANCE SUMMARY

### EMPLOYER ACTION

- Check E-Verify for case result updates and follow steps based on case result provided

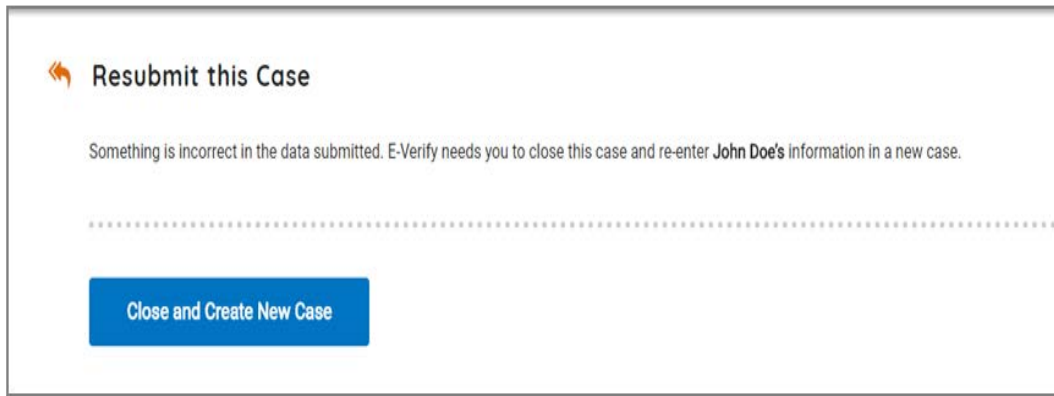
### EMPLOYEE ACTION

- None

**Last Reviewed/Updated:** 10/05/2020

### 3.5 Close Case And Resubmit

Your employee's case may receive a Close Case and Resubmit case result if SSA and/or DHS are unable to process the case and confirm employment eligibility. The employer should close the case in E-Verify and create a new case. When the user clicks **Close and Create a New Case**, the case is automatically closed and E-Verify opens a new case for the user to begin entering the employee's information from Form I-9.



## CLOSE CASE AND RESUBMIT SUMMARY

### EMPLOYER ACTION

- Receive Close Case and Resubmit Case Result
- Click Close and Create a New Case
- Create new case

### EMPLOYEE ACTION

- None

**Last Reviewed/Updated:** 10/05/2020

### 3.6 Final Nonconfirmation

A case receives a Final Nonconfirmation case result when E-Verify cannot confirm an employee's employment eligibility after:

1. The employee has visited a SSA field office and/or contacted DHS during the TNC referral process;
2. The employee failed to visit SSA and/or call DHS within 8 federal government working days; Or
3. The employee did not give the employer their decision whether to take action by the end of the 10th federal government working day after E-Verify issued the TNC result.

Employers must close the case once a case receives a Final Nonconfirmation result. The employer may terminate employment based on a case result of Final Nonconfirmation with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A, paragraph 13 of the MOU.



## FINAL NONCONFIRMATION SUMMARY

**EMPLOYER ACTION**

- Receive Final Nonconfirmation case result
- Close case

**EMPLOYEE ACTION**

- None

**Last Reviewed/Updated:** 10/05/2020

## 4.0 Case Resolution

To complete the E-Verify case process, every case must receive a final case result and then be closed. E-Verify guides you through the process after you receive a final case result.

**Last Reviewed/Updated:** 04/10/2018

### 4.1 Close Case

To properly complete the E-Verify process, employers must close every case they create, except for cases that result in Employment Authorized, which E-Verify will automatically close. Follow the steps outlined in the Close Case – Process Overview.

## CLOSE CASE – PROCESS OVERVIEW

### IF THE CASE RESULT IS EMPLOYMENT AUTHORIZED:

- ▶ E-Verify automatically closes the case. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.
- ▶ Record the E-Verify Case Number on the employee's Form I-9 or attach a copy of the case details page to the Form I-9.
- ▶ This completes the E-Verify process for this case.

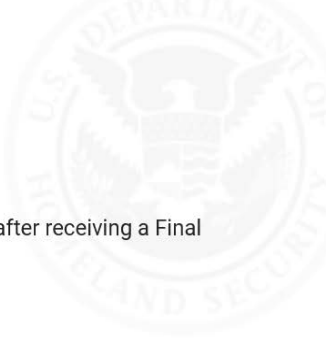

### IF THE CASE RESULT IS FINAL NONCONFIRMATION:

- ▶ Click **Close Case**.



The screenshot shows a web interface titled "Case Results" with a blue header. Below the header, there is a red "X" icon followed by the text "Final Nonconfirmation". A paragraph of text states: "Unfortunately, we were unable to confirm John Doe's authorization for employment. Please close John's case below to indicate whether or not you intend to continue John's employment." Below this text is a horizontal dashed line. At the bottom of the form, there is a green button labeled "Close case".

- ▶ Select the statement indicating whether or not you will continue to employ this individual.

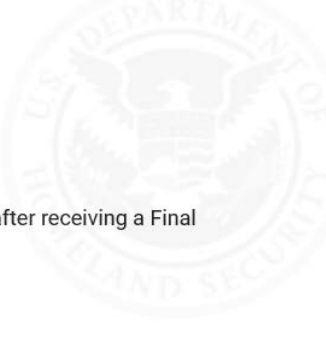



### Close Case

Below, indicate whether or not you will continue to employ John Doe after receiving a Final Nonconfirmation.

- ☐ Newest CSC Test Account.3 will no longer employ John Doe.
- ☐ Newest CSC Test Account.3 will continue to employ John Doe.
- ☐ Neither of the options above apply - I am closing this case for a different reason.

- If you select the option indicating you will continue to employee this individual, you must provide the reason why. Type the reason in the text box provided.



### Close Case

Below, indicate whether or not you will continue to employ John Doe after receiving a Final Nonconfirmation.

- ☐ Newest CSC Test Account.3 will no longer employ John Doe.
- ☒ Newest CSC Test Account.3 will continue to employ John Doe.
- ☐ Neither of the options above apply - I am closing this case for a different reason.

**Please indicate why you are choosing to employ John Doe after a Final Nonconfirmation was received**

Max 140 characters

- If you select the option indicating that neither of the above applies and you are closing this case for a different reason, you must select the reason you are closing the case.



## Close Case

Below, indicate whether or not you will continue to employ John Doe after receiving a Final Nonconfirmation.

- ☐ Newest CSC Test Account.3 will no longer employ John Doe.
- ☐ Newest CSC Test Account.3 will continue to employ John Doe.
- ☒ Neither of the options above apply - I am closing this case for a different reason.

Select an option...

SSA (Social Security Administration) asked me to re-run this case  
DHS (Department of Homeland Security) asked me to re-run this case  
The information entered was not correct.  
Other

► If Other is selected as the reason, you must type the reason in the text box provided.



## Close Case

Below, indicate whether or not you will continue to employ John Doe after receiving a Final Nonconfirmation.

- ☐ Newest CSC Test Account.3 will no longer employ John Doe.
- ☐ Newest CSC Test Account.3 will continue to employ John Doe.
- ☒ Neither of the options above apply - I am closing this case for a different reason.

Other

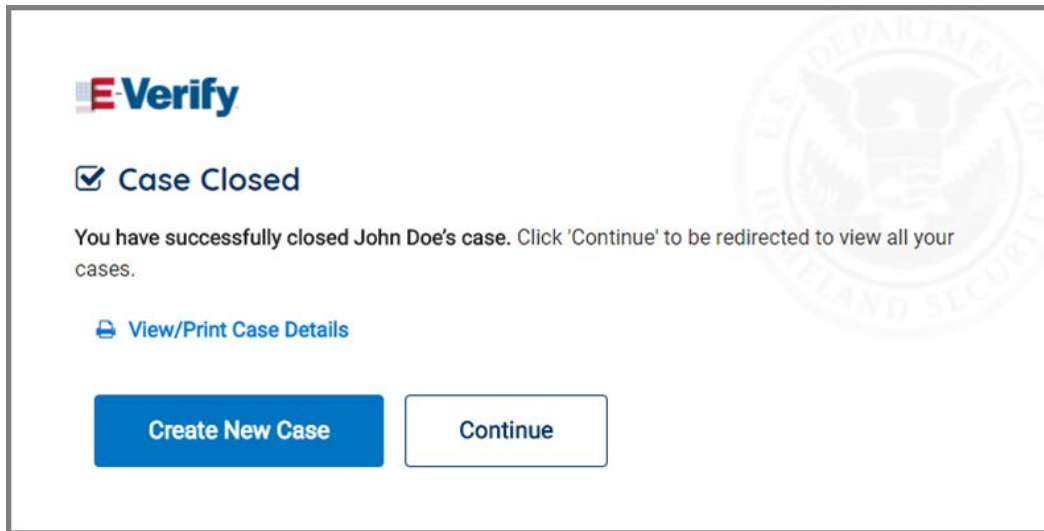
Please indicate why you are closing this case below:

Max 140 characters

Close case

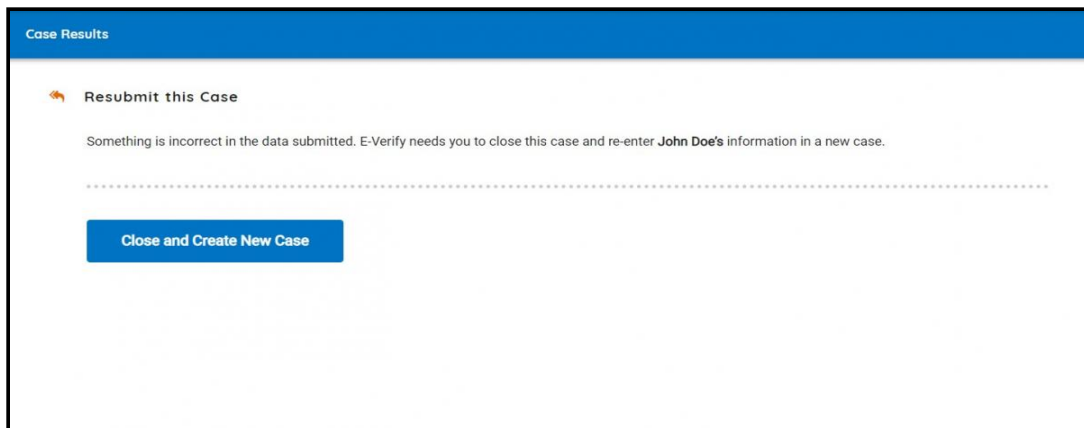
Cancel

- ▶ After you've typed a reason, click **Close Case**.
- ▶ E-Verify displays an alert indicating the case was successfully closed.
- ▶ Record the E-Verify Case Number on the employee's Form I-9, or click the link to View/Print Case Details and attach a copy of the case details page to the Form I-9.
- ▶ Click **Create New Case** to create a new case or click **Continue** to be redirected to view all your cases.



#### IF THE CASE RESULT IS CLOSE CASE AND RESUBMIT:

- ▶ Click **Close and Create New Case**.



- ▶ This case will be automatically closed and E-Verify will open a new case so you can enter the employee's information from Form I-9 and create a new case.
- ▶ This completes the E-Verify process for the first case.

Every case created in E-Verify **must** be closed. Some E-Verify case results require employers to provide additional information. When prompted, select the most appropriate statement displayed and type additional information when requested. E-Verify only presents statements that are relevant to each case because not all of the case closure reasons apply to every situation.

**Last Reviewed/Updated:** 09/24/2020

## 4.2 Case Alerts And View/Search Cases

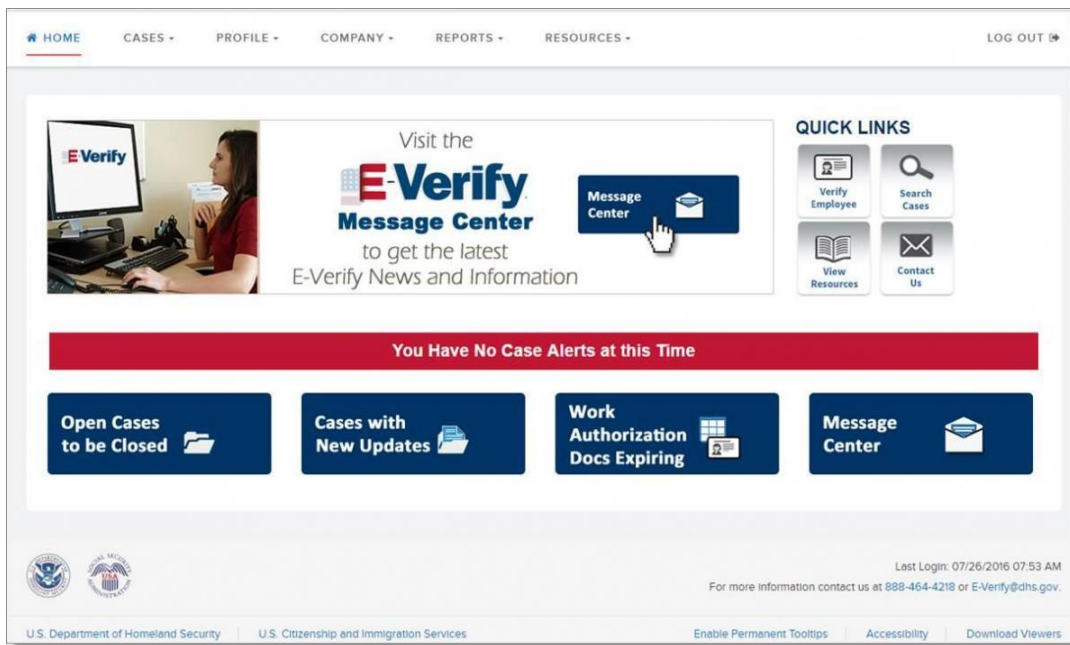
Case alerts are found at the bottom of the home page when a user logs in to E Verify. The alerts bring attention to cases that need action and provide the following information:

- Open Cases to be Closed
- Cases with New Updates
- Work Authorization Documents Expiring

The E-Verify home page indicates the number of cases that require attention by a number in a red circle on the alert. Cases needing attention can be accessed by clicking on the alert or through View Cases and Search Cases from the navigation menu in E-Verify. Follow the steps outlined in the Case Alerts and View/Search Cases - Process Overview to use the case alerts feature.

## CASE ALERTS AND VIEW/SEARCH CASES – PROCESS OVERVIEW

- E-Verify user homepage display with no case alerts.



- E-Verify user homepage display with case alerts.



- Click on the alert requiring your attention to access your case alert(s).

**CASE ALERTS CAN ALSO BE ACCESSED:**

- From the E-Verify Home Page, click the drop-down arrow next to Cases and select View Cases or Search Cases. Both screens offer the same search features to locate existing cases in E-Verify.



- The View/Search Cases screen displays open cases by default. Click the button next to a different case status on the left side of the screen to display and search for cases with a different status.
- To view and search cases created during a specific time period, type the begin date in the **From** field and type the end date in the **To** field under the Date Submitted section.
- Press **Enter** to display search results.

Name	Case Number	Hire Date
<b>Verification in Process</b> Name: a,m	2011076100246YF	2012-01-01
<b>Employment Authorized</b> Name: a,b	20180721624468N	2018-03-13
<b>Verification in Process</b> Name: a,c	2017100144319NX	2015-04-02
<b>Case Incomplete</b> Name: a,b	20180721620098M	2018-03-13
<b>Verification in Process</b> Name: AAWor, Tester	2017009113011TE	2018-01-01
<b>Employee Referred (DHS)</b> Name: ABC, ABC	20173031351032V	2017-10-30

- Click **Clear Filters** to remove dates entered under the Date Submitted section. E-Verify displays open cases by default.
- You may further narrow the search by entering an identifier in the Search By field. Click the drop-down arrow next to Search By and select one of the following options:
  - Last Name
  - First Name
  - Case Verification Number
  - Alien Number
  - Social Security Number
  - I-94 Number
  - Passport Number
- Type the corresponding name or number in the **Search By** text box.
- Press **Enter** to view cases containing the criteria you entered.

- Displayed cases can be sorted by Case Number, Case Status, Date Hired, or Last Name. Click the drop-down arrow next to Sort by on the right side of the screen and select the category you wish to sort.

**NOTE:** If there are more cases than the screen can display, you will see blue arrows on the bottom right side of the screen. Click the right pointing arrow to page through all cases with the criteria you specified. Click the left pointing arrow to page back to the beginning of the list.

- To remove criteria entered in the Search By field, click in the text box where you entered a name or number and delete the information entered, then press **Enter**.
- Once you locate your case, click anywhere in the box containing the case information to open and continue processing the case.

**Last Reviewed/Updated:** 04/23/2018

#### 4.2.1 Open Cases To Be Closed

Any E-Verify case assigned a case verification number must be closed. The Open Cases to be Closed case alert provides quick access to all cases that must be closed.

**Last Reviewed/Updated:** 04/23/2018

#### 4.2.2 Cases With New Updates

The Cases with New Updates case alert is a quick link to all cases that have had a change in case result. This case alert is an easy way to manage these cases.

**Welcome to E-Verify!**

Search By: Last Name

**10 Cases Found** Sort by: Last Name

Name	Case Number	Hire Date	Client Company
Case Incomplete Name: abcd, fghij	2018058213253PV	2018-02-27	Client Company
Employment Authorized Name: asd, fds	2018058221420QH	2018-02-27	Client Company
Verification in Progress Name: asdf, asdf	2018058192532SC	2018-02-22	Client Company
Case Incomplete Name: asdf, asdf	2018058184322QU	2018-02-22	Client Company
Case Incomplete Name: asdf, asdf	2018058190400RR	2018-02-22	Client Company
Case Incomplete Name: asdf, asdf	2018058184641RB	2018-02-22	Client Company

**Last Reviewed/Updated:** 04/23/2018

#### 4.2.3 Work Authorization Documents Expiring

The Work Authorization Docs Expiring case alert is a notification that an employee's Employment Authorization Document (Form I-766) or Arrival-Departure Record (Form I-94) document is expiring. This alert is intended as a reminder to reverify the employee by completing Section 3 of Form I-9. However, E-Verify should not be used for reverification, so do not use E-Verify to create a new case.

Because this is simply a reminder, no action is required or permitted in E-Verify. You may dismiss each alert by clicking Dismiss Alert.

This alert will only appear if the document the employee presented for the original E-Verify case was either an Employment Authorization Document (Form I-766) or an Arrival-Departure Record (Form I-94). The alert will appear in E-Verify 90 days prior to expiration. Also, the alert only appears when the Form I-766 or Form I-94 used for the E-Verify case expires—subsequent expiration dates will not activate another case alert.

**NOTE:** If you have employees who are Temporary Protected Status (TPS) beneficiaries who provided a TPS-related EAD when they first started working for you, you will receive a “Work Authorization Documents Expiring” case alert when the autoextension period for this EAD is about to expire. This alert indicates that at the end of the autoextension period, employment authorization must be reverified in Section 3 of Form I-9. Employers should not use E-Verify for reverification.

**Last Reviewed/Updated:** 04/23/2018

## 5.0 Case Reports

There are five types of case reports available in E-Verify for persons or entities who are enrolled as employers. These include: Corporate Overview of Pilot Usage, Duplicate Case Report, Historic Records Report, Quick Audit Report, User Audit Report, and User Report. This section provides information on these reports and how to create them in E-Verify.

**Note:** Reports display only the last four digits of an employee's Social Security number for added security and to protect employees' privacy.

A description of each report is provided in the Reports – Overview.

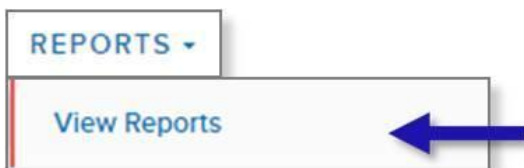
## REPORTS – OVERVIEW

- **Corporate Overview of Pilot Usage** - This report displays the number of cases created by the employer within a federal government fiscal year, which begins Oct. 1 and ends Sept. 30 of the following calendar year. If the employer has not created any cases during the fiscal year, a report will appear with a total of zero. The report is available to corporate administrators and program administrators.
- **Duplicate Case Report** - This report displays cases that were determined to be a duplicate of cases created in E-Verify with the same Social Security number. If your company has not created any duplicate cases, a report will appear with no rows. This report is available to corporate administrators and program administrators.
- **Historic Records Report** - This report provides case data about each resolved case that is 10 years or older. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as Social Security number or document number. This report is available to corporate administrators and program administrators for 3 months in the fall of each year.
- **Quick Audit Report** - This report provides case data about each case that matches the user-entered search criteria in the .csv file format. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as SSNs or document numbers. This report was designed to satisfy the requirement of employers to report their E-Verify activity to federal, state, or local government entities. Users should note that this report may contain up to 5,000 rows and is populated with the city and state that is associated with their account. This report is available to corporate administrators and program administrators.
- **User Audit Report** - This report provides summary case information about each case that matches the user criteria entered. The case information includes the case verification number, date the case was submitted, last four digits of the employee's SSN, Alien Number, Form I-94 number, last name, first name, case result, referral information and case closure statement. The report is available to program administrators and general users.
- **User Report** - This report displays a detailed list of the employer's users. It includes each user's name, user role, contact telephone number and the last date he or she logged in to E-Verify. The report is available to program administrators and general users, but a general user cannot view user information of other users.

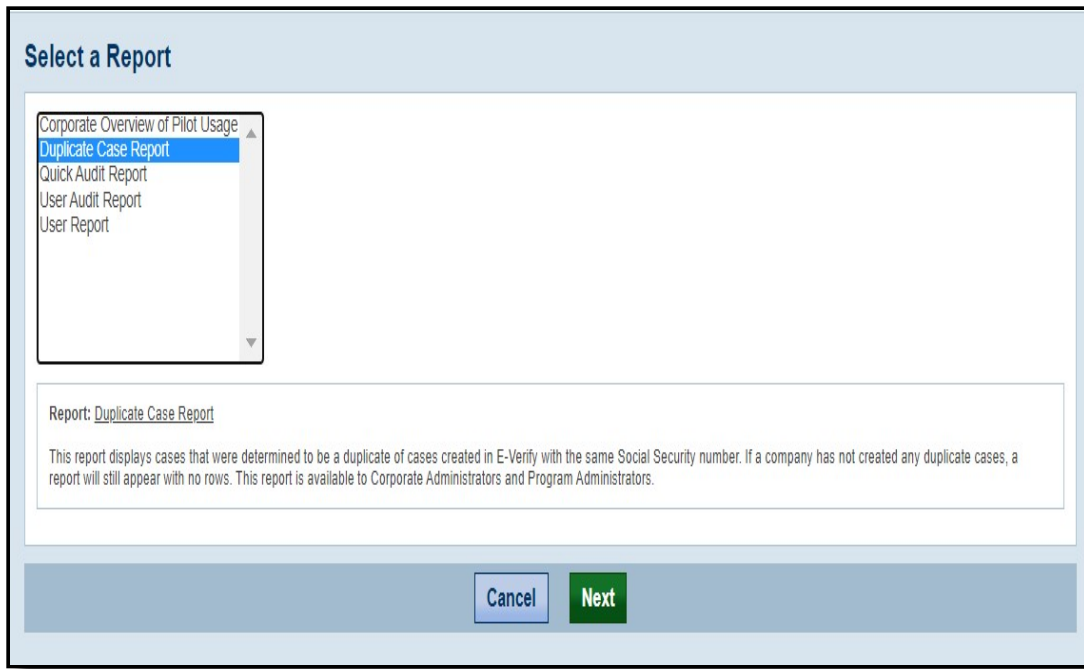
To create a report, see the Reports Process Overview.

## REPORTS PROCESS OVERVIEW

- Select View Reports from Reports.



- Select the report you want to create from the options available. A description of the report is provided on the Select a report screen.



- Click Next.
- Determine your search criteria and click Run Report.

**Last Reviewed/Updated:** 04/23/2018

## 6.0 Account Administration

User account administration provides individual users specific functions and permissions to update their accounts, change their passwords and perform other functions explained in this section.

It is important to distinguish that the user account functions are different for each user role.

**Last Reviewed/Updated:** 04/23/2018

### 6.1 Overview Of User Roles

Enrolled employers can assign their users with different permissions and functions, depending upon the user's role. There are two types of users: program administrators and general users. Program administrators provide support for the general user and manage the company profile. Employers are required to have at least one program administrator, and can have as many program administrators as they choose.

General users are only able to create and manage cases. Employers are not required to have general users, but can have as many general users as they choose.

General users and program administrators must successfully complete the online E Verify tutorial before they can create or manage cases. Review the permissions of each user role in the User Role Overview below.

## USER ROLE - OVERVIEW

User Role	Permissions
Program	

**Administrator (at least one required)** Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures. The program administrator role includes functions of a general user.

Permissions include:

- Registering new users
- Creating user accounts for other program administrators and general users
- Creating and managing cases
- Viewing reports
- Updating profile information for other program administrators general users, and themselves
- Unlocking user accounts
- Closing company and user accounts

Employers can have as many or no general users as they desire. The general user is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures.

**General User (optional)**

Permissions include:

- Creating and managing cases
- Viewing reports
- Updating their own profile

**Last Reviewed/Updated:** 04/23/2018

## 6.2 User ID and Password Creation

Program administrators can add users in E-Verify. Upon being initially registered by the program administrator, users receive an email with a user ID and initial password. E-Verify will prompt users to change the initial password for security purposes. Users must not share their passwords with other users. Each user must have his or her own user ID and password.

Passwords are case-sensitive and must be between 8-14 characters, different from the assigned user ID, changed every 90 days, and have the following characteristics:

- At least one uppercase or lowercase letter
- At least one number and at least one special character - special characters include: ! @ \$ % \* ( ) < > ? : ; { } + - ~
- Contain no more than two identical and consecutive characters in any position from the previous password
- Contain a non-numeric in the first and last positions

Additionally, passwords should not:

- Contain any dictionary word
- Contain any proper noun or the name of any person, pet, child or fictional character, nor any employee ID number, Social Security number, birth date, phone number or any information that could be readily guessed about the creator of the password
- Contain any simple pattern of letters or numbers, such as “qwerty” or “xyz123”
- Contain any word, noun or name spelled backwards

An example of an acceptable password is found in the Password Example.

## PASSWORD EXAMPLE

This is an acceptable password: **IL!keH2o**

- At least 8 characters in length
  - An uppercase letter
  - A lowercase letter
  - A special character
  - A number
- E-Verify automatically prompts users to create a new password every 90 days. However, users who think their password has been compromised should change it immediately. The new password cannot be the same as any of the last six passwords.

After creating a new password, E-Verify will prompt users to confirm their email address and telephone number, and provide updates, if necessary.

**Last Reviewed/Updated:** 04/23/2018

### 6.2.1 Unlock User ID

To comply with federal security guidelines, USCIS is required to lock any user ID that has not been accessed within the past 270 days. A locked user ID will not affect your E-Verify enrollment or the data in your E-Verify account.

Additionally, if a user attempts to log in with an incorrect password three consecutive times, the user is locked out of E-Verify. E-Verify users can unlock their user ID by answering the security questions associated with the account. Users may also contact their program administrator for assistance.



If you forget your user ID, you may retrieve it by using the [Forgot your User ID?](#) link and providing your email address when prompted. However, if you have more than one user ID associated with your email address and phone number, you must contact program administrator for assistance.

A screenshot of the E-Verify 'Account Login' page. The background features a faded image of the Statue of Liberty. On the right, there is a white login box with the title 'Account Login'. Inside the box, there are two input fields: '\* User ID' and '\* Password'. Below the 'User ID' field is a red link that says 'Forgot your User ID?'. Below the 'Password' field is a red link that says 'Forgot your password?'. At the bottom of the box is a blue button labeled 'Log In'. Below the login box, there is a 'System Security Warning' link. At the very bottom of the page, there is footer text: 'OMB Control No. 1615-0092', 'Expiration Date 08/31/2016', and 'Enroll Paperwork Reduction Act'.

If you are unsuccessful at resetting your password, contact your program administrator.

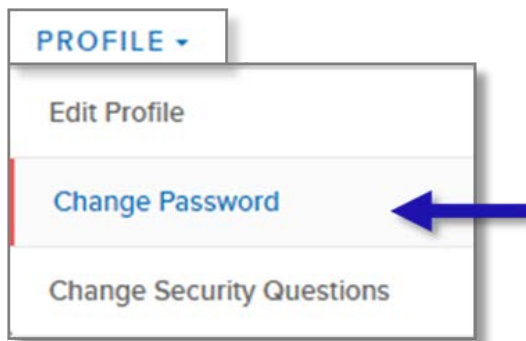
**Last Reviewed/Updated:** 05/28/2019

### 6.2.2 Change Your Password

Users who suspect their password was compromised should change it immediately. To change a password, follow the steps in the Change Password – Process Overview.

## CHANGE PASSWORD - PROCESS OVERVIEW

- From Profile, select **Change Password**.



- Enter Old and New Passwords page will display.
- Type current password in the Old Password field.
- Type new password in the New Password field.
- Retype new password in the Re-Type New Password field. The new password cannot be the same as any of the last six passwords.

**Enter Old and New Passwords**

**i** Passwords must have the following characteristics:

- At least one uppercase or lowercase letter;
- At least one number;
- At least one special character; Special characters include: ! @ \$ % \* ( ) < > ? : ; { } + - ~
- Contain no more than two identical consecutive characters in any position from the previous password;
- Contain a non-numeric in the first and last positions;
- Not be identical to the User ID.

Additionally as a policy, it is recommended that passwords should not:

- Contain any dictionary word;
- Contain any proper noun or the name of any person, pet, child, or fictional character, nor any employee serial number, Social Security Number, birth date, phone number, or any information that could be readily guessed about the creator of the password;
- Contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123";
- Be any word, noun, or name spelled backwards.

\* Old Password

\* New Password

\* Re-type New Password

[Cancel](#) [Submit Password Change](#)

- Click **Submit Password Change**.

**Last Reviewed/Updated:** 04/23/2018

### 6.2.3 Change Security Questions

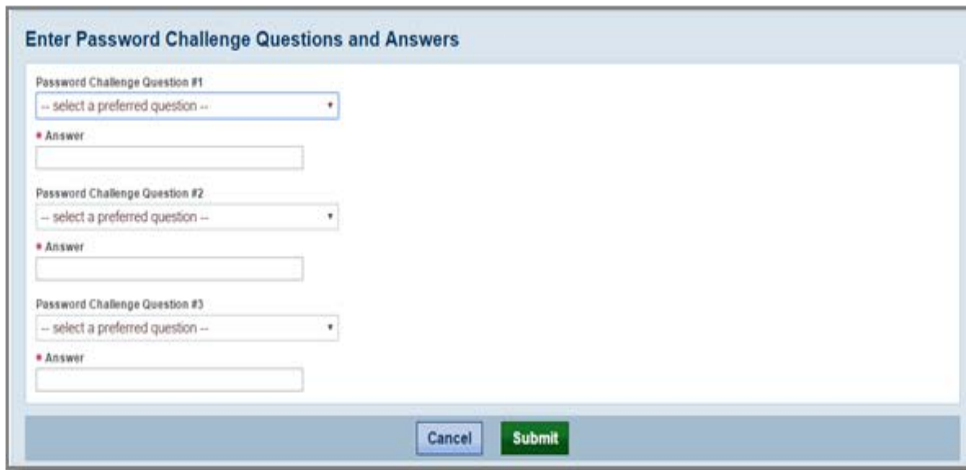
Users can set security questions to allow them to reset their passwords. When a user logs into his or her E-Verify account for the first time, E-Verify will automatically prompt the user to complete these questions. Users who need to change their security questions should follow the steps in Change Security Questions – Process Overview.

## CHANGE SECURITY QUESTIONS - PROCESS OVERVIEW

- From Profile, select **Change Security Questions**.



- Select a question from the drop down list and enter the answer in the field below. Fields with a red asterisk (\*) are required fields.



Enter Password Challenge Questions and Answers

Password Challenge Question #1  
-- select a preferred question --

\* Answer

Password Challenge Question #2  
-- select a preferred question --

\* Answer

Password Challenge Question #3  
-- select a preferred question --

\* Answer

Cancel Submit

- Click **Submit**. A confirmation message will be displayed.

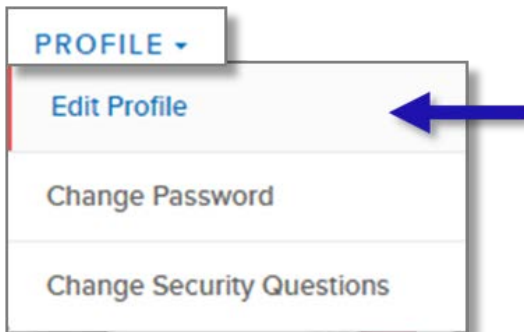
**Last Reviewed/Updated:** 04/12/2018

### 6.3 Update User Profile Information

All E-Verify users have a profile that includes their name, telephone number, fax number, and email address. Users should update this information whenever necessary using the Edit Profile link. To update this information, follow the steps outlined in the Edit Profile – Process Overview.

## EDIT PROFILE - PROCESS OVERVIEW

- From Profile, select **Edit Profile**.



- Add information or edit fields as necessary. Fields with a red asterisk (\*) are required fields.
- Click **Submit**. A confirmation message and the user's profile information will be displayed.

**Enter User Profile Information**

User ID  
TTES9099

\* Last Name  
Test

\* First Name  
Tester

Middle Initial  
[ ]

\* Phone Number  
(555) 555 - 5555 ext. [ ]

Fax Number  
[ ] - [ ]

\* E-mail Address  
tester@uscis.dhs.gov

Cancel Submit

- Review the confirmation message to see whether the request for profile updates was successful. If E-Verify is unable to process the user profile updates, try again later.

**Success: Profile Updated for user TTES9099**

User ID  
TTES9099

User Role  
Program Administrator

Last Name  
Test

First Name  
Tester

Middle Initial  
T

Phone Number  
(555) 555 - 5555 ext.

Fax Number  
...

E-mail Address  
tester@uscis.dhs.gov

User Status  
Current

Close

- If the profile change was successful, Click **Close**.

**Last Reviewed/Updated:** 04/23/2018

## 7.0 Company – Program Administrators

Program administrators manage the site administration of their E-Verify employer account. Program administrators use the Company menu to:

- Add general users
- Add other program administrators
- Change or update company profile information
- Request termination of participation in E-Verify

**Last Reviewed/Updated:** 04/23/2018

### 7.1 Add New User

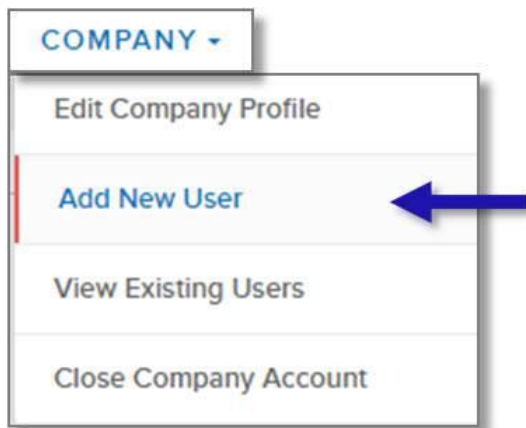
Only program administrators can add E-Verify users. To add a user, the program administrator must provide the user's name, phone number, fax number (optional) and email address.

If a user leaves the employer or no longer needs access to E-Verify, a program administrator must delete the user's account. To delete a user's account, see Delete User Account – Process Overview in Section 7.2.2.

Program administrators who need to add a new E-Verify user should see Add New User - Process Overview.

## ADD NEW USER – PROCESS OVERVIEW

- From Company, select **Add New User**.



- Choose general user or program administrator and provide the person's name, phone number, fax number (optional) and email address and click **Next**.

A screenshot of a web form titled 'Add User - Personal Information'. The form contains several fields: 'User Role' (a dropdown menu with 'General User' selected), 'Last Name', 'First Name', 'Middle Initial', 'Phone Number' (with area and extension boxes), 'Fax Number' (with area and extension boxes), and 'E-mail Address'. At the bottom of the form are two buttons: 'Cancel' and 'Next'.

- Accept the system-generated user ID or create a new user ID.

A screenshot of a web form titled 'Add User - Create User ID'. The form has a yellow background with an information icon and text: 'You may accept the system generated user ID displayed below or create your own.' Below this, there are two instructions: 'To accept the system generated user ID, click **Submit New User**.' and 'To create your own user ID, delete the system generated user ID and type your desired user ID. Your user ID must be exactly eight alphanumeric characters (letters and numbers) and is not case sensitive. When you are finished, click **Submit New User**.' Below the instructions is a text input field labeled 'User ID:'. At the bottom of the form are three buttons: 'Cancel', 'Back', and 'Submit New User'.

- Review the information and then click **Submit New User**.
- New users will receive their user ID and password by email.

**NOTE:** Most new users receive a confirmation email from E-Verify within a few minutes and should check their email inbox as well as spam or junk mail folders. If the email is not received within 48 hours, call E-Verify Contact Center at 888-464-4218 for assistance.

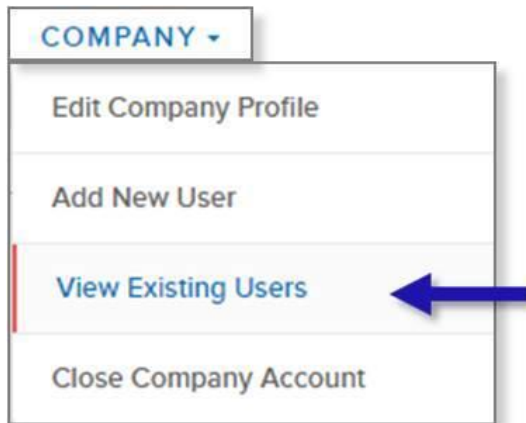
**Last Reviewed/Updated:** 09/24/2020

## 7.2 View Existing Users

Only program administrators can view user information and reset passwords. View Existing Users allows program administrators to view, search and maintain the general users and program administrators assigned to the company, as demonstrated in the View Existing Users – Process Overview.

### VIEW EXISTING USERS – PROCESS OVERVIEW

- From Company, select **View Existing Users**.



- Search for a user using the criteria displayed in each field. You can enter a partial name and a percent sign (%) as a wildcard character.

The image shows a form titled 'Enter User Search Criteria'. It contains several search fields: 'User Role' (radio buttons for All Roles, Program Administrators, General Users), 'User Status' (radio buttons for All, Locked, Password Change Required, Pending Reactivation, Deactivated), 'User' (text field), 'Last Name' (text field), 'First Name' (text field), 'Phone Number' (text field with area code and extension), and 'E-mail Address' (text field). At the bottom, there are 'Reset' and 'Search' buttons.

- Click **Search**.
- This displays a list of user accounts. You can view or modify a user account by selecting the user ID link.

The image shows a 'Search Results' page with a table of user accounts. The table has columns: User ID, Company, User Role, Last Name, First Name, Last Login Date, Status, Locked, and Logged On. A 'Delete' button is next to the first row. Below the table, there is a pagination bar with 'Previous', 'Next', 'Page 1 of 1', 'Go to', a text input field with '1', a 'Go' button, and 'Results per page' with a dropdown menu set to '10'.

User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On	
TTES9099	Newest CSC Test Account1	Program Administrator	Test	Tester	12/19/2017 12:24 PM	Current	N	Y	Delete

**Last Reviewed/Updated:** 04/12/2018

### 7.2.1 Reset User's Password

To reset a user's password, follow the steps outlined in Reset User's Password – Process Overview.

## RESET USER'S PASSWORD – PROCESS OVERVIEW

- ▶ Follow the steps in View Existing Users – Process Overview to find the user who needs his or her password changed.
- ▶ Select the link for the appropriate User ID to display the View / Modify User Information page.

- ▶ Assign a temporary password by completing both fields under Reset User Password.
- ▶ Click **Submit**.

**Last Reviewed/Updated:** 04/12/2018

### 7.2.2 Delete User Account

Program administrators may delete user accounts by following the steps in the Delete Users – Process Overview.

## DELETE USERS ACCOUNT – PROCESS OVERVIEW

- ▶ Follow the steps in View Existing Users – Process Overview above to find the user whose account needs to be deleted.
- ▶ Click **Delete** in the row of the user's account you wish to delete on the User Summary List page.
- ▶ Click **Delete User** on the User Deletion Information page.

**User Deletion Information**

User ID TTES9099	User Role Program Administrator	
Last Name Test	First Name Tester	Middle Initial L
Phone Number (555) 555 - 5555 ext.	Fax Number ---	E-mail Address tester@uscis.dhs.gov
User Status Current		

Cancel Close **Delete User**

OR

- Select the link for the appropriate User ID to open the View/Modify User Information page.
- Click **Delete User** on the View/Modify User Information page.

**View / Modify User Information**

User ID TTES9099	* User Role Program Administrator	
* Last Name Test	* First Name Tester	Middle Initial L
* Phone Number (555) 555 - 5555 ext.	Fax Number ( ) -	* E-mail Address tester@uscis.dhs.gov
<input checked="" type="checkbox"/> Force Change Password		

**Reset User Password**

New Password  
Re-type New Password

Cancel Delete User **Submit**

In both instances, E-Verify displays the information for the user's account you want to delete. Click **Delete User** to delete the user's account.

After you click **Delete User**, changes will be permanent.

**Last Reviewed/Updated:** 04/23/2018

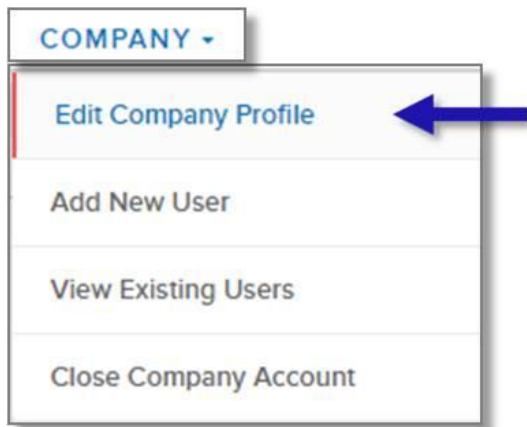
### 7.3 Edit Company Profile

Program administrators must maintain accurate company information in the company profile. The company profile should be updated whenever there is a change in any information contained in the company profile.

To update employer information in E-Verify, complete the steps in the Edit Company Profile – Process Overview. Users may also view the MOU between E-Verify and the employer. Once a program administrator has updated the employer's profile, he or she will be subject to the rules and requirements associated with the profile and have access to all online resources specific to the profile.

## EDIT COMPANY PROFILE – PROCESS OVERVIEW

- From Company, select **Edit Company Profile**.



- To update any section of the Company Information page, click **View/Edit** in the section you want to edit (e.g., company name and physical location, Employer Identification Number, points of contact, North American Industry Classification System (NAICS) code, total hiring sites and total points of contact).

 A screenshot of the 'Company Information' page. The page is divided into several sections:
 

- Company Name:** Newest CSC Test Account1
- Company ID Number:** 7533
- Doing Business As (DBA) Name:** Newest Test Emp CSC DBA Comp
- DUNS Number:** 987654321
- Physical Location:**
  - Address 1: 123 ABC Street
  - Address 2: --
  - City: Los Angeles
  - State: CA
  - Zip Code: 90012
  - County: LOS ANGELES
- Mailing Address:**
  - Address 1: 456 DEF Street
  - Address 2: Suite 5050
  - City: New York
  - State: NY
  - Zip Code: 01234
- Additional Information:**
  - Employer Identification Number: 123456789
  - Total Number of Employees: 10,000 and over
  - Parent Organization: --
  - Administrator: CSC Test Company - Corp Admin (CA)
- Organization Designation:**
  - Employer Category: Federal Contractor without FAR E-Verify Clause
- NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
- Total Hiring Sites:** 90
- Total Points of Contact:** 7

 Each section has a 'View / Edit' button. At the bottom, there is a link to 'View Original MOU Template' and a green 'View MOU' button.

- Make the required changes and click **Save & Continue**.
- Click **View MOU** to see the MOU between E-Verify and the employer. If you have trouble viewing your MOU, make sure you have disabled any pop-up blockers and are using the latest version of your PDF viewer software.

**IMPORTANT:** After clicking **Save & Continue**, the program administrator cannot undo any changes that have been entered without manually re-entering the original information.

The E-Verify company ID number is located at top of the Company Information page.



**Last Reviewed/Updated:** 04/23/2018

### 7.3.1 Company Information Fields

Many fields can be updated in the Company Information page. Employers should keep their company information page up-to-date. For additional information on each field, see the Company Information – Overview.

## COMPANY INFORMATION OVERVIEW

FIELD NAME	DESCRIPTION
---------------	-------------

<b>Company Name</b>	Name of employer enrolled in E-Verify.
-------------------------	--

<b>Physical Location</b>	Location where the employer creates E-Verify cases.
------------------------------	---

<b>Mailing Address</b>	Employer's mailing address (if this address is different from the physical location).
----------------------------	---

<b>Additional Information</b>	Additional information about the size of the employer and any associated corporate parent company information, if applicable.
-----------------------------------	---

<b>Employer Identification Number</b>	Also known as federal tax identification number. Generally, most employers are required to have an employer identification number and any employer that has employees is required to have one for wage and tax reporting purposes.
---	--

<b>Parent Organization</b>	An organization that owns or controls other organizations (sometimes called subsidiaries).
--------------------------------	--

<b>Administrator</b>	Employers may link their employer accounts to a corporate administrator account (also called an E-Verify corporate account). This gives the employer's corporate administrator access to its employer or E-Verify employer agent account profile, user administration and reports that contain case information. Link the account only if you have been instructed to do so by your corporate administrator.
----------------------	--

**Organization Designation** The category that identifies the employer as a federal, state or local government organization or a federal contractor with the FAR E Verify clause in their federal contract, if applicable.

**Total Hiring Sites** Locations where your company's employees are hired. Typically, a hiring site is where an employee completes Form I-9.

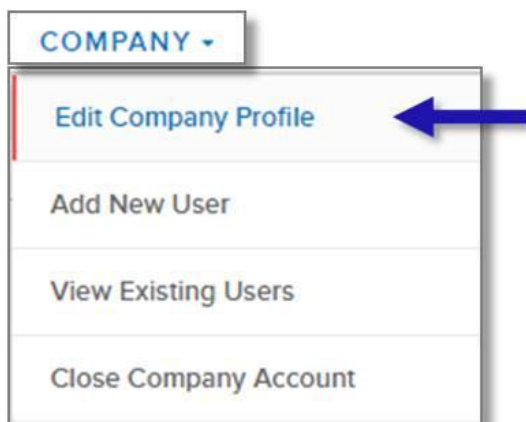
**Last Reviewed/Updated:** 04/23/2018

### 7.3.2 Update Points Of Contact

Every employer must have at least one person assigned as a point of contact for E Verify issues. Program administrators added during account enrollment are automatically assigned as points of contact. Employers should keep their point of contact information up-to-date. E-Verify will rely on this information if it ever needs to contact the employer. To update the point of contact information when it changes, see the Update Points of Contact – Process Overview.

## UPDATE POINTS OF CONTACT – PROCESS OVERVIEW

- From Company, select **Edit Company Profile**.



- Click **View/Edit** in the Total Points of Contact section of the Company Information page to update this information. The Points of Contact Summary page opens.

**Company Information**

Company Name Newest CSC Test Account1	Company ID Number 7533	Doing Business As (DBA) Name Newest Test Emp CSC DBA Comp
DUNS Number 987654321		
<b>Physical Location</b>		<b>Mailing Address</b>
Address 1 123 ABC Street		Address 1 456 DEF Street
Address 2 --		Address 2 Suite 5050
City Los Angeles		City New York
State CA		State NY
Zip Code 90012		Zip Code 01234
County LOS ANGELES		
<b>Additional Information</b>		
Employer Identification Number 123456789	Total Number of Employees 10,000 and over	Parent Organization --
Administrator CSC Test Company - Corp Admin (CA)		
<b>Organization Designation</b>		
Employer Category Federal Contractor without FAR E-Verify Clause		
<a href="#">View / Edit</a>		
NAICS Code 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	Total Hiring Sites 90	Total Points of Contact 7
<a href="#">View / Edit</a>	<a href="#">View / Edit</a>	<a href="#">View / Edit</a>
<a href="#">View Original MOU Template</a>		
<a href="#">View MOU</a>		

- Click **Add** to add a new point of contact. Or select Edit next to the point of contact you are updating.
- Click **Next** after adding the new point of contact's information or modifying an existing point of contact's information. The updated Points of Contact Summary List page will appear.
- Click **Delete** to delete a point of contact. The updated Points of Contact Summary List page will appear.

**Points of Contact Summary List**

[Add](#)

You are viewing items 1-7 of 7

Last Name	First Name	Middle Name	Phone Number	Fax Number	Email Address	Last Updated User Name	Last Updated Date	
Test	Test		(555) 555 - 5555		test.test@test.com			<a href="#">Edit</a> <a href="#">Delete</a>

- Click **Save** when finished updating the point(s) of contact information. This brings the program administrator back to the Company Information page.

**Last Reviewed/Updated:** 04/23/2018

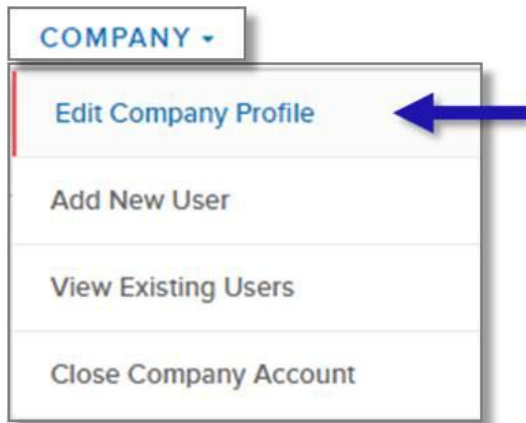
### 7.3.3 Update North American Industry Classification System (NAICS) Information

The NAICS code classifies employers by industry. The employer selects the NAICS code during enrollment. If the employer's industry classification has changed, this should be updated in the E Verify company profile.

To update the NAICS code, follow the Update NAICS Code - Process Overview.

# UPDATE NAICS CODE – PROCESS OVERVIEW

- From Company, select **Edit Company Profile**.



- Click **View/Edit** in the NAICS section of the Company Information page.

**Company Information**

Company Name Newest CSC Test Account1	Company ID Number 7533	Doing Business As (DBA) Name Newest Test Emp CSC DBA Comp
DUNS Number 987654321		

<b>Physical Location</b>	<b>Mailing Address</b>
Address 1 123 ABC Street	Address 1 456 DEF Street
Address 2 --	Address 2 Suite 5656
City Los Angeles	City New York
State CA	State NY
Zip Code 90012	Zip Code 01234
County LOS ANGELES	

<b>Additional Information</b>		
Employer Identification Number 123456789	Total Number of Employees 10,000 and over	Parent Organization --
Administrator CSC Test Company - Corp Admin (CA)		

**Organization Designation**

Employer Category  
Federal Contractor without FAR E-Verify Clause

[View / Edit](#)

NAICS Code 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	Total Hiring Sites 96	Total Points of Contact 7
<a href="#">View / Edit</a>	<a href="#">View / Edit</a>	<a href="#">View / Edit</a>

[View Original MOU Template](#)

[View MOU](#)

- The NAICS Code page displays the NAICS code entered when your company was enrolled in E Verify.

**Enter NAICS Code**

**i** If you know your company's 3-digit North American Industry Classification System (NAICS) code, please enter it and click 'Accept NAICS Code'.

If you do not know your NAICS code, you must generate a NAICS code that is 3-digits. To generate a 3-digit NAICS code, click on 'Generate NAICS Code'. You must select your Sector and Subsector from the drop-down lists provided. If there is not a code specific to your type of business, select the industry that best fits your company's type of work. Once the 3-digit NAICS code is generated, click 'Accept NAICS Code' to continue with the Registration process.

NAICS Code  
541  
PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

Cancel Generate NAICS Code Accept NAICS Code

To update the NAICS Code field:

- ▶ Enter the new three-digit NAICS code.
- ▶ Click **Accept NAICS Code**.
- ▶ If you don't know the new number, follow the steps below to search available codes.

To determine the employer's NAICS code:

- ▶ Click **Generate NAICS Code**.
- ▶ Select the appropriate Sector from the drop-down list. Click **Continue NAICS Code**.

**Enter NAICS Code - Sector**

Sector  
ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES (56) ▼

Cancel Continue NAICS Code

- ▶ Select the appropriate Subsector from the drop-down list. Click **Accept NAICS Code**.

**Enter NAICS Code - Subsector**

NAICS Code  
54

Sector  
PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES (54)

Subsector  
PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES (541) ▼

Cancel Accept NAICS Code

- ▶ As you proceed from page to page, the corresponding NAICS code appears in the NAICS Code field.
- ▶ Once you have accepted the final subsector, the Company Information page appears.

**Last Reviewed/Updated:** 04/23/2018

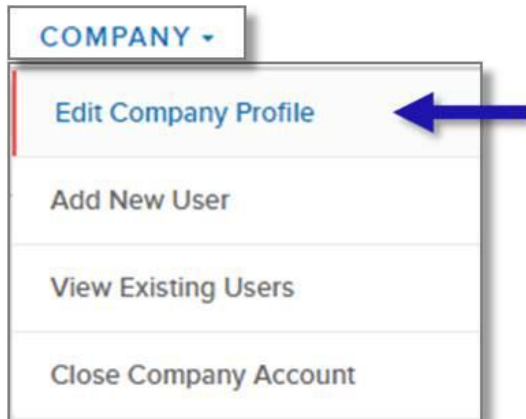
### 7.3.4 Update Hiring Site(s)

A hiring site is the location where employees are hired and they complete Form I-9. Program administrators can modify the number of hiring sites that participate in E-Verify in each state. A participating hiring site means that an employer will create an E-Verify case for every newly hired employee who is hired and completes a Form I-9 at that site.

The Company Hiring Sites page shows the states where the employer has hiring sites and the number of hiring sites for each state. Program administrators have the option to add hiring sites for a new state, edit the number of hiring sites in a state where the employer currently has participating hiring sites, or delete a state from the hiring site list. To add a new state where the employer will have participating hiring sites, see the Add New State Hiring Site - Process Overview.

## ADD NEW STATE HIRING SITE – PROCESS OVERVIEW

- From Company, select **Edit Company Profile**.



- Click **View/Edit** in the Total Hiring Sites section of the Company Information page.


A screenshot of the 'Company Information' page. The page is divided into several sections:

- Company Information:**
  - Company Name: Newest CSC Test Account1
  - Company ID Number: 7533
  - Doing Business As (DBA) Name: Newest Test Emp CSC DBA Comp
  - DUNS Number: 887654321
- Physical Location:**
  - Address 1: 123 ABC Street
  - Address 2: --
  - City: Los Angeles
  - State: CA
  - Zip Code: 90012
  - County: LOS ANGELES
- Mailing Address:**
  - Address 1: 456 DEF Street
  - Address 2: Suite 5050
  - City: New York
  - State: NY
  - Zip Code: 01234
- Additional Information:**
  - Employer Identification Number: 123456789
  - Total Number of Employees: 10,000 and over
  - Parent Organization: --
  - Administrator: CSC Test Company - Corp Admin (CA)
- Organization Designation:**
  - Employer Category: Federal Contractor without FAR E-Verify Clause
- NAICS Code:**
  - 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES
- Total Hiring Sites:**
  - 90
- Total Points of Contact:**
  - 7

At the bottom of the page, there is a link to 'View Original MOU Template' and a green button labeled 'View MOU'.

- ▶ Click **Add** to add participating hiring sites for a new state. Select the state from the drop-down list. Enter the number of hiring sites, then click **Add Site**.
- ▶ To edit the number of participating hiring sites in a state where the employer currently has hiring sites, click **Edit** next to the state whose number of hiring sites you wish to edit. Change the number of hiring sites, and then click **Modify Site**.
- ▶ To delete a state from the company's hiring site list, click **Delete** next to the state you want to remove. Confirm that you want to remove the state and all of its hiring sites by selecting **Delete Site**.
- ▶ Click **Next** to submit modifications and return to the Company Information page.

## Hiring Sites

 List the number of hiring sites by state for which your company will be performing verifications.

Add

You are viewing items 1-10 of 24

State	Number of Sites		
ARIZONA	4	Edit	Delete
CALIFORNIA	4	Edit	Delete
COLORADO	6	Edit	Delete
CONNECTICUT	2	Edit	Delete
DIST OF COL	2	Edit	Delete
GEORGIA	3	Edit	Delete
HAWAII	1	Edit	Delete
IDAHO	2	Edit	Delete
KENTUCKY	7	Edit	Delete
MARYLAND	6	Edit	Delete

Previous Next Page 1 of 3. Go to  Go Results per page 10 ▼

Cancel Next

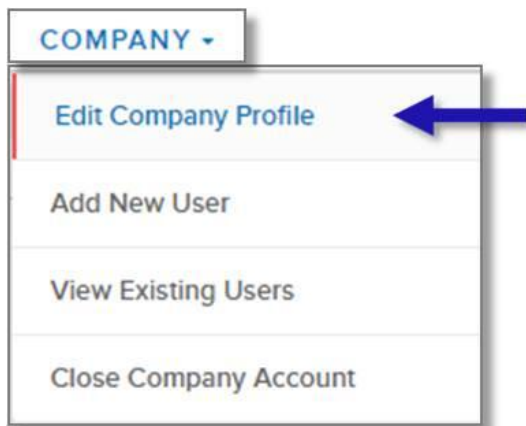
**Last Reviewed/Updated:** 04/23/2018

### 7.3.5 View Memorandum Of Understanding (MOU)

Program administrators may view the MOU between E-Verify and the employer. To view the MOU, follow the steps outlined in the View MOU - Process Overview.

## VIEW MOU – PROCESS OVERVIEW

- From Company, select **Edit Company Profile**.



- From the Company Information page, click **View MOU** at the bottom of the screen.

 A screenshot of the 'Company Information' page. The page is divided into several sections:
 

- Company Information:** Includes fields for Company Name (Newest CSC Test Account1), Company ID Number (7533), and Doing Business As (DBA) Name (Newest Test Emp CSC DBA Comp).
- Physical Location:** Includes Address 1 (123 EGE St), Address 2 (---), City (Omaha), State (NE), Zip Code (90012), and County (DODGE).
- Mailing Address:** Includes Address 1 (456 DEF Street), Address 2 (Suite 1616), City (New York), State (NJ), and Zip Code (01234).
- Additional Information:** Includes Employer Identification Number (987654321), Total Number of Employees (10,000 and over), and Parent Organization (dhs).
- Organization Designation:** Includes Employer Category (Federal Contractor with FAR E-Verify Clause), Federal Contractor Category (None of these categories apply), and Employees Being Verified (Entire workforce (all new hires and all existing employees throughout the entire company)).
- NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES.
- Total Hiring Sites:** 100.
- Total Points of Contact:** 8.

 At the bottom of the page, there is a link to 'View Original MOU Template' and a prominent green button labeled 'View MOU'.

- The MOU that was electronically signed for that employer will appear in a new window. If the MOU does not load, ensure that your pop-up blocker is disabled.

**IMPORTANT:** We automatically update the MOU when you update your company information in E-Verify. If you need proof of your enrollment in E-Verify, you can print a copy of your company's information page, which will reflect most changes and updates. You cannot change the original signatory information you used when you enrolled in E-Verify.

#### REMINDER

- Employers should update their E-Verify account information to reflect any changes.

**Last Reviewed/Updated:** 04/12/2018

## 7.4 Terminate Company Participation

Participation in E-Verify may be terminated voluntarily by employers. To terminate participation, a program administrator, corporate administrator, the signatory of the MOU, or an authorized employer representative must submit a termination request no later than 30 days in advance of the date the employer would like to close its account. Employers may request termination electronically through E-Verify (see Terminate Company Account – Process Overview) or by submitting a written termination notice by email to [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). E-Verify employer agents should review the Supplemental Guide for E-Verify Employer Agents for more information on company account termination.

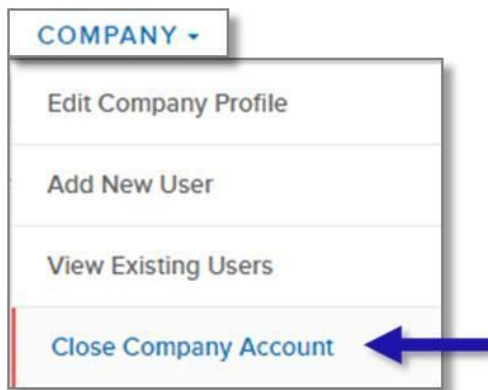
During this 30-day period, employers must resolve all open cases in E-Verify, and they must not use E-Verify to create new cases. Employers are required to close all open E-Verify cases, even after the request to terminate the E-Verify account is made.

**IMPORTANT:** Once an account is terminated, employers will no longer have access to their account and associated records. To preserve the records from an E-Verify account, see Section 5.0 to create and retain a user audit report before the account is terminated. E-Verify case information and documentation must be retained for your employees for the same length of time as their Forms I-9.

To request termination of employer participation in E-Verify, perform the steps outlined in Terminate Company Account – Process Overview.

## TERMINATE COMPANY PARTICIPATION – PROCESS OVERVIEW

- From Company, select **Close Company Account**.



- Type the reason for closing the account in the Termination Request Reason field.

- ▶ Click **Request Termination**.
- ▶ A message will appear informing you that E-Verify has been notified of your request to terminate participation in the program.
- ▶ You will receive an email confirming that your account is terminated in 30 days.

#### REMINDER

- \* Employers with more than one E-Verify employer account must make separate requests to terminate each employer account it wants terminated in order for them to all be closed.



Employers who submitted a termination request by mistake should contact the E-Verify Contact Center at 888-464-4218 for assistance.

**Last Reviewed/Updated:** 05/08/2020

## 8.0 Resource And Contact Information

The E-Verify public website is the primary resource for all E-Verify information, but do not hesitate to contact us via phone or email. For easy access to online resources, USCIS suggests that employers bookmark or save the websites as favorites for easy access to them in the future.

E-VERIFY RESOURCES	URL
<b>E-Verify Public Website</b> <ul style="list-style-type: none"> <li>• General information about E-Verify</li> <li>• Program information and statistics</li> <li>• Frequently asked questions</li> <li>• E-Verify user manuals</li> <li>• E-Verify quick reference guides</li> <li>• Information about employee rights and employer obligations</li> </ul>	<a href="http://www.e-verify.gov">www.e-verify.gov</a>
<b>E-Verify Enrollment Application</b> <ul style="list-style-type: none"> <li>• Website for initial employer enrollment</li> </ul>	<a href="https://e-verify.uscis.gov/enroll">https://e-verify.uscis.gov/enroll</a>

<b>E-Verify Access for Employers and Corporate Administrators</b>	<a href="https://e-verify.uscis.gov/emp">https://e-verify.uscis.gov/emp</a>
<ul style="list-style-type: none"> <li>• User access to E-Verify</li> </ul>	
<b>E-Verify Access for E-Verify Employer Agents</b>	<a href="https://e-verify.uscis.gov/esp">https://e-verify.uscis.gov/esp</a>
<ul style="list-style-type: none"> <li>• User access to E-Verify</li> </ul>	

## E-VERIFY CONTACT INFORMATION

The E-Verify Contact Center is available to assist you with using E-Verify, password resets, cases and technical support. We can also answer your questions about E-Verify policies and procedures, Form I-9 and employment eligibility. We are available Monday through Friday, from 8:00 a.m. to 8:00 p.m. ET., except when the federal government is closed. For users with hearing and speech impairment, TTY phone is available from 8:00 a.m. to 5:00 p.m. ET.

For E-Verify Employer Agents

Phone: 888-464-4218

Phone (TTY - For hearing and speech impaired users): 877-875-6028

Email: [E-VerifyEmployerAgent@uscis.dhs.gov](mailto:E-VerifyEmployerAgent@uscis.dhs.gov)

For Clients

Phone: 888-464-4218

Phone (TTY - For hearing and speech impaired users): 877-875-6028

Email: [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov)

For Employees

Phone: 888-897-7781

TTY: 877-875-6028

Email: [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov)

## U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (IER)

IER is available to answer your questions about immigration-related employment discrimination, including discrimination based on citizenship status, immigration status or national origin in the Form I-9 and E-Verify processes.

For Employers

Phone: 800-255-8155

TTY: 800-237-2515

Email: [ier@usdoj.gov](mailto:ier@usdoj.gov)

Website: <http://www.justice.gov/ier>

For Employees

Phone: 800-255-7688

TTY: 800-237-2515

Email: [ier@usdoj.gov](mailto:ier@usdoj.gov)

Website: <http://www.justice.gov/ier>

**Last Reviewed/Updated:** 06/12/2017

## Appendix A: Acronyms

Acronym	Definition
DHS	U.S. Department of Homeland Security
DOS	U.S. Department of State
FAR	Federal Acquisition Regulation
IER	U.S. Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section
IIRIRA	Illegal Immigration Reform and Immigrant Responsibility Act of 1996
INA	Immigration and Nationality Act of 1952
IRCA	Immigration Reform and Control Act of 1986
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
PDF	Portable Document Format
SSA	Social Security Administration
SSN	Social Security number
TNC	Tentative Nonconfirmation
USCIS	U.S. Citizenship and Immigration Services

**Last Reviewed/Updated:** 04/23/2018

## Appendix B: Glossary

### [Acceptable Documents for Verifying Identity and Employment Authorization](#)

Documents designated for determining employment eligibility and identity under the Immigration and Nationality Act (INA) are listed on Form I-9 and in the Handbook for Employers (M-274) found at <http://www.uscis.gov/i-9-central/handbook-employers-m-274>. Employees have the right to choose which document or combination of documents to present. Any List B document presented to an employer participating in E-Verify must contain a photograph.

### [Admission Number or I-94 Number](#)

The I-94 number is an 11-digit number that is found on the Arrival-Departure Record (Form I-94 or Form I-94A).

### [Alien \(Noncitizen\)](#)

An individual who is not a citizen or national of the United States. “Foreign national” is a synonym and used outside of statutes when referring to noncitizens of the U.S.

### [Alien Authorized to Work](#)

A noncitizen who is allowed to work because of his or her immigration status or a noncitizen who is granted work authorization by U.S. Citizenship and Immigration Services.

### [Alien Registration Number \(A-Number or Alien Number\)](#)

A unique seven-, eight- or nine-digit number assigned to noncitizens at the time their A-file is created. The nine-digit U.S. Citizenship and Immigration Services number listed on the front of Permanent Resident Cards (Form I-551) issued after May 10, 2010, is the same as the Alien Registration Number. The A-Number can also be found on the back of these Permanent Resident Cards.

### [Anti-Discrimination Notice](#)

The anti-discrimination notice is published by the Department of Justice, Immigrant and Employee Rights (IER) Section, and provides information to employees concerning discrimination in the workplace. The E-Verify memorandum of understanding (MOU) requires participating employers to clearly display the notice in English and Spanish. Employers may also display the posters in other languages provided by DHS. This notice is available in the View Essential Resources section of E-Verify. For questions about discrimination during the employment eligibility verification process, employers may contact IER at 800-255-8155 or 800-237-2515 (TTY) or visit IER’s website at <http://www.justice.gov/ier>.

### [Arrival/Departure Record \(Form I-94 or I-94A\)](#)

A document issued to noncitizens when admitted into the United States. Some of these forms are stamped to indicate work-authorized status. Form I-94 or I-94A contains an 11-digit admission number that may be used as part of the initial E-Verify case if the noncitizen employee does not have an Alien Registration Number.

### [Case in Continuance](#)

This response is given if the Social Security Administration (SSA) or the U.S. Department of Homeland Security (DHS) needs more than 10 federal government working days to provide a final case result. The employer may not terminate or take adverse action against an employee because of the TNC while SSA or DHS is reviewing the employee’s case.

### [Case Incomplete](#)

This response is given if the user abandons a case after the Check Information screen or the photo matching screen appears. The user will need to continue the case or close it.

### [Case Verification Number](#)

A unique number assigned to each E-Verify case that is created when an employer submits an initial verification. Employers participating in E-Verify are required 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.

### [Client](#)

An individual or company that hires an E-Verify employer agent to create cases on their behalf.

### [Close Case](#)

The step in the verification process when either a final result has been provided or the user no longer needs to continue the verification and the case is ready to be closed.

### [Close Case and Resubmit](#)

This case result means SSA or DHS needs the case to be closed and the employer should create and submit another case. This result may be issued when the employee's U.S. Passport, Passport Card, or Driver's License information is incorrect.

### [Company ID Number](#)

The E-Verify company ID number has 4 to 7 digits and is located on each page of the memorandum of understanding (MOU), directly below the E-Verify logo. Program administrators may also obtain the company ID number from the Company Information page in E-Verify under Edit Company Profile.

### [Corporate Administrator](#)

Corporate administrator access is used only for managing multiple employer accounts and doesn't allow corporate administrator users to create and manage E-Verify cases. New corporate administrators must attend a free, regularly scheduled web-based training session before their accounts are activated.

### [DHS No Show](#)

A response received when the employee did not contact the U.S. Department of Homeland Security (DHS) to resolve his or her case and 10 federal government workdays have passed since the date of referral. The 'DHS No Show' result is considered a final nonconfirmation.

### [DHS Verification in Process](#)

A case result of "DHS Verification in Process" means that the employee's information did not match U.S. Department of Homeland Security (DHS) records. The case is automatically referred to DHS for further verification. DHS responds to most of these cases within 24 hours, but has up to three federal government workdays to respond. Employers should check the system periodically for response.

### [Document Type](#)

Type of document(s) presented by an employee to verify identity and employment eligibility.

### [E-Verify](#)

E-Verify is an Internet-based program in which the employment eligibility of newly hired employees and existing employees assigned to a covered federal contract will be verified after Form I-9 has been completed. This involves separate verification checks (if necessary) of records maintained by the Social Security Administration (SSA) and the U.S. Department of Homeland Security (DHS).

### [E-Verify Employer Agent](#)

An individual or company that performs E-Verify cases on behalf of employers, formerly referred to as a designated agent.

### [E-Verify Participation Notice](#)

The E-Verify Participation Notice informs current and prospective employees that a company is participating in the E-Verify Program. The memorandum of understanding (MOU) requires participating employers to display both the English and Spanish versions of the notice in a prominent place that is clearly visible to current and prospective employees.

### [Employment Authorization Document \(Form I-766\)](#)

A document issued to noncitizens that are authorized to work in the United States.

### [Employment Authorized](#)

This is a case result received in E-Verify when the information entered for an employee matches Social Security Administration (SSA) or U.S. Department of Homeland Security (DHS) records. This result indicates employment eligibility has been verified.

### [Form I-9, Employment Eligibility Verification](#)

The form employers are required to complete with an employee when they hire an employee to perform labor or services in return for wages or other remuneration. This requirement applies to all employees hired after November 6, 1986.

### [Further Action Notice](#)

A notice generated from E-Verify that the employer must give to an employee whose E-Verify case receives a Tentative Nonconfirmation (TNC). Employees who decide to take action on the TNC must contact or visit the appropriate agency within 8 Federal Government working days with this notice to initiate resolution of the E-Verify case.

### [General User](#)

This user type creates cases, views reports and can update his or her user profile.

### [Handbook for Employers \(M-274\)](#)

Provides detailed instructions on how to complete and retain Form I-9.

### [Hire Date](#)

Hire Date is also known as the employee's first day of employment. Please see Employee's First Day of Employment for more information.

### [Hiring Site](#)

A hiring site is the location where employees are hired and complete Form I-9. It can also be the verification location if cases are created in E-Verify at the same location.

### [Illegal Immigration Reform and Immigrant Responsibility Act of 1996 \(IIRIRA\)](#)

Public Law 104-208 enacted on September 30, 1996 required the Immigration and Naturalization Service to conduct three types of employment authorization verification pilot programs. The 'basic pilot program' was one of the three programs and is the only program still in existence. The 'basic pilot program' exists today as E-Verify.

### [Immigrant and Employee Rights Section \(IER\)](#)

Created by Immigration Reform and Control Act of 1986 (IRCA), the Immigrant and Employee Rights Section (IER), within the Civil Rights Division of the U.S. Department of Justice, enforces the anti-discrimination provision of the Immigration and Nationality Act, 8 USC 1324b, which prohibits discrimination in hiring and discharging based upon citizenship or immigration status and national origin, and discrimination during the employment eligibility verification process, which includes Form I-9 and E-Verify.

### [Immigration and Nationality Act of 1952 \(INA\)](#)

Public Law 82-414 enacted on June 27, 1952 which, along with other immigration laws, treaties and conventions of the United States, relates to the immigration, temporary admission, naturalization and removal of noncitizens.

### [Immigration Reform and Control Act of 1986 \(IRCA\)](#)

Public Law 99-603 enacted on November 6, 1986 sought to eliminate employment opportunity as a key incentive for illegal migration to the United States. IRCA mandates that all U.S. employers verify the employment eligibility and identify of all new hires through completion of the Form I-9. It provides remedies to employees and sanctions against employers who knowingly hire undocumented workers or discriminate against employees based on citizenship or immigration status or based on national origin.

### [Initial Case Result](#)

The results displayed in E-Verify once an employee's information has been submitted as part of a verification case. Initial case results include 'Employment Authorized,' 'Tentative Nonconfirmation (TNC)' and 'DHS Verification in Process.'

### [Lawful Permanent Resident](#)

A noncitizen who has been lawfully granted the privilege of residing and working permanently in the United States.

### [Memorandum of Understanding \(MOU\)](#)

A legal document describing a bilateral or multilateral agreement between/among parties. It constitutes a legally binding contract when properly executed (i.e., signed) by all the parties. Employers who participate in E-Verify must sign the E-Verify MOU, the agreement between the employer, the U.S. Department of Homeland Security (DHS) and the Social Security Administration (SSA) that sets the terms of conditions of participation in the program.

### [Noncitizen National of the United States](#)

Persons born in American Samoa; certain former citizens of the former Trust Territory of the Pacific Islands who relinquished their U.S. citizenship acquired under section 301 of Public Law 94-241 (establishing the Commonwealth of the Northern Mariana Islands) by executing a declaration before an appropriate court that they intended to be noncitizen nationals rather than U.S. citizens; and certain children of noncitizen nationals born abroad. Generally, noncitizen nationals are American Samoans.

### [Passport \(Foreign\)](#)

Any travel document issued by a competent authority showing the bearer's origin, identity and nationality, if any, which is valid for the entry of the bearer into a foreign country.

### [Passport \(United States\)](#)

Document issued by the U.S. Department of State to U.S. citizens and noncitizen nationals.

### [Password](#)

A unique identifier that allows registered E-Verify users access to E-Verify.

### [Permanent Resident Card \(Form I-551\)](#)

Issued by the former Immigration and Naturalization Service after December 1997 and now issued by U.S. Citizenship and Immigration Services, this card is the current version given to permanent residents. The document is valid for 10 years. In the current version of the Permanent Resident Alien Card (Form I-551), the name of the document was changed from Resident Alien Card to Permanent Resident Card.

### [Permanent Resident or Lawful Permanent Resident](#)

A noncitizen who has been lawfully granted the privilege of residing and working permanently in the United States.

### [Photo Match](#)

The photo on the employee's document matches the photo supplied by E-Verify. The photo transmitted by E-Verify should be the same (identical) photo that appears on an employee's U.S. Department of Homeland Security (DHS) or U.S. Department of State (DOS) issued document. Employers should be able to determine whether the photos match.

### [Photo Matching](#)

During the verification case, employers match the photos on certain documents provided by employees when completing Form I-9 with the photo that appears in E-Verify. Photo matching is triggered only when an employee has provided a U.S. Passport, Passport Card, Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766) as his or her Form I-9 document.

### [Photo Mismatch](#)

The photo on the employee's document does not match the photo supplied by E-Verify. The photo transmitted by E-Verify should be the same (identical) photo that appears on an employee's U.S. Department of Homeland Security (DHS) issued document. If the employer determines that it does not match, a "DHS Tentative Nonconfirmation (TNC)" case result is issued and the employee is given the opportunity to contest the TNC.

### [Point of Contact](#)

An individual in your company who can be contacted about E-Verify issues. This person may or may not be one of the two user types.

### [Prescreening](#)

The prohibitive practice of creating a case in E-Verify before a job offer has been accepted and Form I-9 is complete.

### [Program Administrator](#)

This user type creates user accounts at his or her site. This user can view reports, create cases, update account information and unlock user accounts.

### [Referral Date Confirmation](#)

The Referral Date Confirmation provides an employee the date by which he or she must initiate contact with SSA or DHS to resolve a Tentative Nonconfirmation (TNC). Employees have eight federal government workdays from the date of referral to visit SSA or contact DHS.

### [Social Security Administration \(SSA\)](#)

The federal government agency that administers a national program of contributory social insurance. SSA and DHS jointly manage the E-Verify program.

### [Social Security Administration \(SSA\) Referral](#)

After an employee is advised of an SSA Tentative Nonconfirmation (TNC) and has signed the SSA TNC Further Action Notice, the employee is referred to SSA to resolve the TNC.

### [Tentative Nonconfirmation \(TNC\)](#)

A case result provided by E-Verify which means that the employee information submitted to E-Verify was compared to government records and could not be verified. This does not necessarily mean that the employee is

not authorized to work, or that the information provided was incorrect. The employee must visit the Social Security Administration (SSA) and/or contact the U.S. Department of Homeland Security (DHS) to resolve the discrepancy and continue employment.

### [U.S. Department of State \(DOS\)](#)

The federal government agency that is responsible for international relations. DOS issues U.S. passports and passport cards. U.S. passport and passport card records are available to the U.S. Department of Homeland Security (DHS) for confirmation of employment eligibility within E-Verify.

### [USCIS Number](#)

A nine-digit number listed on the front of Permanent Resident Cards (Form I-551) issued after May 10, 2010 that is the same as the Alien number. The A-number can also be found on the back of these Permanent Resident Cards (Form I-551).

### [User](#)

An individual with a corporate administrator, program administrator or general user account assigned for use of E-Verify.

### [User ID](#)

The user ID is an assigned ID with letters and numbers that identifies the user of a computer system or network. All users who create cases in E-Verify must have their own user IDs. The user ID must be eight characters and may be letters, numbers or a combination of both. A user ID is not case-sensitive.

**Last Reviewed/Updated:** 04/23/2018

## **Table of Changes for E-Verify User Manual**

The purpose of this document is to outline the significant changes made to the E-Verify User Manual.

<b>Section (New)</b>	<b>Previous Text (Rev. 05/2017)</b>	<b>New Text (Rev. 04/2018)</b>
<b>Entire Manual</b>	contest	Take action
<b>Entire Manual</b>	Not contest	Do not take action
<b>Entire Manual</b>	modify	update
<b>Entire Manual</b>	E-Verify Customer Support	E-Verify Contact Center
<b>Entire Manual</b>	(e.g.)	(for example)

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>1.1</b> <b>BACKGROUND AND OVERVIEW</b>	<p>E-Verify is an internet-based system that implements the requirements of IIRIRA by allowing any U.S. employer to electronically verify the employment eligibility of its newly hired employees.</p>	<p>E-Verify is an internet-based system that implements the requirements of IIRIRA by allowing any U.S. employer to electronically confirm the employment eligibility of its newly hired employees.</p>
<b>1.2</b> <b>BASIC WEBSITE NAVIGATION</b>	<p>Area 3 displays Case Alerts for cases requiring action. Case alerts inform employers when an action is required. For more information on case alerts, see Section 4.2.</p>	<p>Area 3 displays Case Alerts that inform employers when an action is required. For more information on case alerts, see Section 4.2.</p>
<b>ENROLLMENT VS. REGISTRATION OVERVIEW</b>  <b>WHO-REGISTRATION</b>	<p>Program administrators register new users in E-Verify who are then able to create cases.</p>	<p>Program administrators register new users to create E-Verify cases.</p>
<b>ENROLLMENT VS. REGISTRATION OVERVIEW</b>  <b>HOW-REGISTRATION</b>	<p>Program administrators may register general users and additional program administrators at any time after completing the E-Verify tutorial and passing the knowledge test. For more information on adding new users, see Section 7.1.</p>	<p>After completing the E-Verify tutorial and passing the knowledge test, program administrators may register general users and additional program administrators. For more information on adding new users, see Section 7.1.</p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>ENROLLMENT VS. REGISTRATION OVERVIEW</b>  <b>HOW-REGISTRATION</b>	<p>To participate in E-Verify, employers must enroll online via any internet-capable computer using Internet Explorer version 9 and above (recommended version 11 and above), Google Chrome version 38 and above (recommended version 44 and above), Mozilla version 34 and above (recommended version 38.1 and above), Opera version 25 and above (recommended version 30 and above) and Safari version 7 and above (recommended version 8 or above).</p> <p>REMINDER</p> <ul style="list-style-type: none"> <li>• If you are using a non-current web browser, the browser version must support Transport Layer Security (TLS) version 1.2</li> <li>• Internet Explorer versions 11 and below have TLS 1.2 disabled by default and it will need to be enabled in Internet Options</li> </ul>	<p>To participate in E-Verify, employers must enroll online. You can find information about the system requirements on the E-Verify website under <a href="#">Enrolling in E-Verify</a>.</p>
<b>ENROLLMENT VS. REGISTRATION OVERVIEW</b>  <b>HOW-REGISTRATION</b>	<p>Participating employers use E-Verify through an access method that is determined during the enrollment process. Access methods are types of E-Verify accounts that offer different features for specific types of organizations. The four access methods include: employer, E-Verify employer agent, corporate administrator and web services.</p> <p>The access methods are explained in the Access Method Overview. For more information, visit the <a href="#">The Enrollment Process</a> page at <a href="#">www.E-Verify.gov</a>.</p>	<p>When employers enroll in E-Verify, they choose an access method. Access methods are types of E-Verify accounts that determine who creates and manages the employer's E-Verify cases. The four access methods include: employer, E-Verify employer agent, corporate administrator, and web services.</p> <p>The access methods are explained in the Access Method Overview. For more information, visit the Enrolling in E-Verify section at <a href="#">www.E-Verify.gov</a></p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>ACCESS METHOD OVERVIEW</b>	<b>Employer plans to use E-Verify to verify its employees.</b>	<b>Employer plans to use E-Verify to verify its employees.</b>
<b>Employer</b>	Most E-Verify participants, regardless of their business size or structure, are enrolled under the employer access method. This access method allows an employer to create cases in E-Verify for its newly hired employees and/or employees assigned to a covered federal contract	In this access method employers will create and manage their own cases directly in E-Verify. Most E-Verify participants, regardless of their business size or structure, are enrolled under the employer access method.
<b>E-Verify Employer Agent Access</b>	<b>Employer agent plans to use E-Verify on behalf of its clients to verify their clients' employees.</b>	<b>Employer agent plans to use E-Verify on behalf of its clients to verify their clients' employees.</b>
	The E-Verify employer agent access method allows an individual or company to act on behalf of other employers to create cases in E-Verify for other employers' newly hired employees and/or employees assigned to a covered federal contract. The E-Verify employer agent may also create cases for their own employees.	The E-Verify employer agent access method allows an individual or company to act on behalf of other employers to create and manage the E-Verify cases of the other employers. The E-Verify employer agent may also create cases for their own employees.
<b>Web Services Access for Employers</b>	<b>Employer plans to develop its own software to access E-Verify.</b>	<b>Employer plans to develop its own software to access E-Verify.</b>
<b>-or-</b>		
<b>Web Services Access for E-Verify Employer Agents</b>	The web services access method requires an employer to develop software that interfaces with E-Verify to create cases. The employer's software will extract data from its existing system or an electronic Form I-9 and transmit the information to E-Verify. Those that choose this option receive a web services Interface Control Document (ICD) which contains the information used to develop and test the software interface. Both employers and E-Verify employer agents are eligible to use this access method.	The web services access method requires an employer to develop software that interfaces with E-Verify to create and manage cases. The employer's software should extract data from its existing system or an electronic Form I-9 and transmit the information to E-Verify. Employers who choose this option receive a web services Interface Control Agreement (ICA) which contains the information used to develop and test the software interface. Both employers and E-Verify employer agents can use this access method.
<b>Overview of User Roles</b>	Enrolled employers can provide their users with access to E-Verify by assigning them a user role. Permissions	

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

and functions in E-Verify granted to the user depend upon the user role. There are two types of users: general users and program administrators. Review the permissions of each user role in the User Role Overview below.

General users and program administrators must successfully complete the online E-Verify tutorial before they can create or manage cases. For more information on the specific functions of each user role, see Section 6.1.

## USER ROLE OVERVIEW

### USER ROLE

### PERMISSIONS

#### Program Administrator

(at least one required)

Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures.

The program administrator role includes functions of a general user.

Permissions include:

Registering new users

Creating user accounts for other program administrators and general users

Creating and managing cases

Viewing reports

Updating profile information for other program administrators and general users

Unlocking user accounts

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	Closing company and user accounts	
	General User	
	(optional)	
	Employers can have as many or no general users as they desire. The general user is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures.	
	Permissions include:	
	Creating and managing own cases	
	Viewing reports	
	Updating own user profile	
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>	✓ Follow E-Verify procedures for each newly hired employee while enrolled and participating in E-Verify.	✓ Follow E-Verify procedures for each employee for whom an E-Verify case is created.
<b>Employers who participate in E-Verify must:</b>		
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>	✓ Clearly display the Notice of E-Verify Participation and the Right to Work posters in English and Spanish and may also display the posters in other languages provided by DHS.	✓ By clearly displaying the Notice of E-Verify Participation and the Right to Work posters in English and Spanish. You may also display the posters in other languages provided by DHS.
<b>Employers who participate in E-Verify must:</b>		
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>	✓ Provide each employee with notice of and the opportunity to contest a Tentative Nonconfirmation (TNC).	✓ Provide each employee with notice of and the opportunity to take action on a Tentative Nonconfirmation (TNC).
<b>Employers who participate in E-Verify must:</b>		

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>  <b>Employers who participate in E-Verify must:</b>	<b>✗</b> Specify or request which Form I-9 documentation a newly hired employee must use, except to specify that any Form I-9 List B document the employee chooses to present must contain a photo.	<b>✗</b> Specify or request which Form I-9 documentation an employee must use, except to specify that any Form I-9 List B document the employee chooses to present must contain a photo.
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>  <b>Employers who participate in E-Verify must:</b>	<b>✗</b> Use E-Verify to discriminate against <i>any</i> job applicant or new hire on the basis of his or her national origin, citizenship or immigration status.	<b>✗</b> Use E-Verify to discriminate against any job applicant or employee on the basis of his or her national origin, citizenship, or immigration status.
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>  <b>Employers who participate in E-Verify must:</b>	<b>✗</b> Take adverse action against an employee based on a case result unless E-Verify issues a Final Nonconfirmation.	<b>✗</b> Take adverse action against or terminate an employee for receiving a TNC result, unless E-Verify issues a case result of Final Nonconfirmation.
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>  <b>Employers who participate in E-Verify must:</b>	<b>✗</b> Terminate an employee during the E-Verify verification process, because he or she receives a TNC.	
<b>1.4 RULES AND RESPONSIBILITIES OVERVIEW</b>  <b>Employers who participate in E-Verify must:</b>	<b>✗</b> Selectively verify the employment eligibility of a newly hired employee.	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>2.0 INITIAL VERIFICATION</b>	When E-Verify checks the employee's information with records available to SSA and/or DHS, a case result is provided. Case result statuses can be initial, interim or final. Proper use of E-Verify requires users to close all cases when they receive a final case results.	When E-Verify checks the employee's information with records available to SSA and/or DHS, a case result is provided. Case result statuses can be initial, interim or final. Proper use of E-Verify requires users to close all cases when they receive a final case result of Final Nonconfirmation or Close Case and Resubmit. Cases resulting in Employment Authorized are automatically closed by the system.
<b>2.1 FORM I-9 AND E-VERIFY</b>	Employers are required to timely and properly complete and retain Form I-9 for each employee they hire. The hire date means the first day of employment in exchange for wages or other remuneration. These Form I-9 requirements also apply to E-Verify employers. With the goal of ensuring a legal workforce, employers enrolled in E-Verify have chosen to take the additional step of electronically confirming that information their employees provide match government records.	Employers are required to timely and properly complete and retain Form I-9 for each employee they hire. The first day of employment means the first day an employee works in exchange for wages or other remuneration. These Form I-9 requirements also apply to E-Verify employers. With the goal of ensuring a legal workforce, employers enrolled in E-Verify have chosen to take the additional step of electronically confirming that information their employees provide match government records.
<b>2.1 FORM I-9 AND E-VERIFY</b>	Newly hired employees must complete Section 1 of Form I-9 in its entirety on the first day of work for pay. They may complete Section 1 before this date, but only after acceptance of an offer of employment. Under general Form I-9 practice, employees can voluntarily provide their Social Security numbers (SSNs) on Form I-9. However, because SSNs are required for employers to create E-Verify cases, all newly hired employees, including seasonal, temporary and rehired employees, <b>must</b> provide their SSN.	Newly hired employees must complete Section 1 of Form I-9 in its entirety on the first day of employment. They may complete Section 1 before this date, but only after acceptance of an offer of employment. Under general Form I-9 practice, employees can voluntarily provide their Social Security numbers (SSNs) on Form I-9. However, because SSNs are required for employers to create E-Verify cases, all employees whose employment eligibility will be verified in E-Verify <b>must</b> provide their SSNs.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>2.1 FORM I-9 AND E-VERIFY</b>	Employers must complete Section 2 of Form I-9 in its entirety within three days of the employee's date of hire. To complete Section 2, examine documents presented by the employee that establish his or her identity and employment authorization. Do not specify which documents from the "List of Acceptable Documents" on Form I-9	Employers must complete Section 2 of Form I-9 in its entirety within three days of the employee's date of hire. To complete Section 2, physically examine documents presented by the employee that establish his or her identity and employment authorization. Do not specify which documents from the "Lists of Acceptable Documents" on Form I-9
<b>2.1.2 REHIRES</b>	<p data-bbox="404 615 610 646"><b>2.1.2 REHIRES</b></p> <p data-bbox="404 684 922 1073">Employers must use E-Verify for rehired employees. However, E-Verify has special rules for rehired employees who previously provided a U.S. passport, a U.S. passport card, a Permanent Resident Card, an Alien Registration Receipt Card (Form I-551), a driver's License or a state ID card for Form I-9 and the document is now expired. In these situations, employers have the options below:</p> <ul data-bbox="451 1110 922 1927" style="list-style-type: none"> <li data-bbox="451 1110 922 1283">• If an E-Verify case was never created for this employee, have the employee complete a new Form I-9 and create a case in E-Verify.</li> <li data-bbox="451 1287 922 1497">• If an E-Verify case was previously created, but did not receive an employment authorized result, have the employee complete a new Form I-9 and create a case in E-Verify.</li> <li data-bbox="451 1501 922 1927">• If an E-Verify case was previously created for this employee and received an employment authorized result, complete Section 3 of the employee's previous Form I-9 and do not create a new case for the employee in E-Verify. Alternatively, employers may choose to complete a new Form I-9 and create a case for the employee in E-Verify.</li> </ul>	<p data-bbox="935 615 1511 936">Employers have the option of treating all rehired employees as new hires by completing a new Form I-9 and creating a case in E-Verify. However, employers also have the option of completing Section 3 for all rehires and only completing a new Form I-9 and creating an E-Verify case upon rehiring employees for whom no previous E-Verify cases were created.</p> <p data-bbox="935 974 1511 1220">If you rehire a former employee within three years of the initial execution of the previous Form I-9, but did not create an E-Verify case, or if you created a case and did not receive a result of employment authorized, have the employee complete a new Form I-9 and create a case in E-Verify.</p> <p data-bbox="935 1257 1511 1608">If you rehire a former employee within three years of the date of the initial execution of the previous Form I-9, created a case from that Form I-9, and received a result of employment authorized, you may be able to rely on the information from the employee's previous Form I-9. Follow the steps outlined below when rehiring an employee who previously had a case created in E-Verify and received an employment authorized result.</p> <p data-bbox="935 1646 1511 1745">If the previously created E-Verify case received a result of employment authorized and the Form I-9 has: Then:</p> <p data-bbox="935 1782 1511 1881">No expired documents Write the employee's rehire date in Section 3 of the existing Form I-9. Do not create a new case in E-Verify.</p> <p data-bbox="935 1919 963 1950">or</p>

**REMINDER**

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

- All newly hired employees must provide a SSN.
- Do **not** specify or request which document a newly hired employee must use for Form I-9.
- A List B document **must** contain a photo (see exception above).
- If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document (Form I-766), make a copy of the document and retain it with Form I-9.

Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

An expired:

- U.S. passport or
- U.S. passport card or
- Permanent Resident Card or
- Alien Registration Receipt Card (Form I-551)
- List B document Write the employee's rehire date in Section 3 of the existing Form I-9. Do not create a case in E-Verify.

or

Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

An expired List A or List C document that triggers reverification Write the employee's rehire date and the updated employment authorization document information in Section 3 of the existing Form I-9. Do not create a case in E-Verify.

or

Complete a new Form I-9 for the employee and create a new E-Verify case for the employee.

See the [Handbook for Employers M-274, Section 5.2 Reverifying or Updating Employment Authorization for Rehired Employees](#) for more information on rehires.

**REMINDER**

- Do not specify or request which document a rehired employee must use for Form I-9.
- If the employee presents a U.S. passport, a passport card, a Permanent Resident Card (Form I-551) or an Employment Authorization Document

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>2.1.2 REQUIRES</b>	<b>2.3 ERROR:UNEXPIRED DOCUMENT REQUIRED</b>	(Form I-766), and you will create a new E-Verify case for the employee, make a copy of the document and retain it with Form I-9.
<b>2.1.3 Unexpired Document Required</b>	<p>Employees must present unexpired documents for Form I-9 verification (see exception below). If the document entered into E-Verify is expired, E-Verify will reject the document information and not create a case. The employee will need to present acceptable unexpired document(s) and employers will need to update Form I-9 before they can create a case in E-Verify.</p> <p>Just because the employee presented an expired document does not mean that the employee is not authorized to work. If the employee provides unexpired documentation that is used to create another case, it is possible for E-Verify to confirm the employment eligibility of this employee.</p> <p><b>EXCEPTIONS:</b> In limited situations, employers may accept a document that appears expired on its face for Form I-9 verification. Some foreign nationals who file a renewal application for an Employment Authorization Document (EAD) under certain eligibility categories may receive automatic extensions of their EAD. The extension begins on the date the EAD expires and continues for 180 days unless the application is denied. The employee's EAD in combination with the Form I-797C, Notice of Action, showing the renewal application was timely filed and showing the same qualifying eligibility category as that on the previous EAD may extend the validity of the EAD for 180 days. Such document combinations are considered to be an unexpired EAD</p>	<p><b>2.1.3 Unexpired Document Required</b></p> <p>Employees must present unexpired documents for Form I-9 verification (see exception below) and for the employer to create an E-Verify case. If an expired document is entered into E-Verify, it generates an error message and you will not be allowed to continue creating the case. The employee will need to present acceptable unexpired document(s) and employers will need to correct Form I-9 before they can create an E-Verify case.</p> <p><b>EXCEPTIONS:</b> Just because the employee presented an expired document does not mean he or she is not authorized to work. If the employee provides unexpired documentation that is used to create another case, it may still be possible for E-Verify to confirm their employment eligibility.</p> <p>In limited situations, employers may accept a document that appears expired on its face for Form I-9 verification. Foreign nationals in certain eligibility categories who timely file a renewal application for an Employment Authorization Document (EAD) may receive an automatic extension of their EAD. The extension begins on the date the EAD expires and continues for up to 180 days unless the application is denied. The employee's EAD may be combined with the Form I-797C, Notice of Action, showing both the renewal application was timely filed and the same qualifying eligibility category as that on the expired EAD, to demonstrate the extended validity of the EAD for 180 days. In the case of an EAD in category A12 or C19, Form I-797C can show either A12 or C19 and they do not have to match. This document combination is considered to be an unexpired EAD under List A. The receipt number on the</p>

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

under List A. The receipt number on the Form I-797C should be entered as the document number when the case is created in E-Verify.

**NOTE:** *Not all EADs receive an auto-extension; only certain EADs issued with specific eligibility category codes qualify. See the Handbook for Employers: Guidance for Completing Form I-9 (M-274) or visit [www.uscis.gov/I-9central](http://www.uscis.gov/I-9central) for more information about which EAD category codes qualify for the auto-extension.*

When a Temporary Protected Status (TPS) designation for a particular country is authorized, DHS sometimes automatically extends the expiration date of the EAD issued to affected TPS beneficiaries via a notice published in the Federal Register. In this situation, the published notice will state the date to which the EAD has been extended. When such a document is presented for Form I-9 verification, the expiration date is the extended date that appears in the Federal Register notice.

DHS also sometimes extends two-year Permanent Resident Cards (Form I-551) via Form I-797. The Permanent Resident Card with Form I-797 noting the extension can be presented as a List C document for Form I-9.

In all other instances, the document presented with Form I-9 must be unexpired at the time the employee is hired.

#### ERROR: UNEXPIRED DOCUMENT REQUIRED – PROCESS OVERVIEW

- E-Verify prompts an Error: Unexpired Document Required case result.
- Obtain an unexpired document from the employee for Form I-9.
- Click New Case and enter the employee's unexpired Form I-9 document information.

Form I-797C should be entered as the document number when the case is created in E-Verify.

**NOTE:** Not all EADs can receive an auto-extension; only EADs issued under specific eligibility category codes qualify. See [Section 4.2 Automatic Extensions of Employment Authorization Documents \(EADs\) in Certain Circumstances](#) in the [Handbook for Employers \(M-274\)](#) or visit [www.uscis.gov/I-9central](http://www.uscis.gov/I-9central) for more information about which EAD category codes qualify for the auto-extension.



When a Temporary Protected Status (TPS) designation for a particular country is authorized, DHS may automatically extend the expiration date of the EAD issued to those TPS beneficiaries via a notice published in the Federal Register. In this situation, the published notice will state the date to which the EAD has been extended. If the notice is presented for Form I-9 completion, record the date the EAD has been automatically extended to as the expiration date.

**NOTE:** The employee does not have to provide proof that they are a national of a country designated for TPS.

DHS also sometimes extends two-year Permanent Resident Cards (Form I-551) via Form I-797. The Permanent Resident Card with Form I-797 noting the extension can be presented as a List C document for Form I-9. Additionally, a Permanent Resident Card with a USCIS - issued sticker extending its validity is a List A document.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	<p><b>IMPORTANT:</b> Generally, documents presented for Form I-9 must be unexpired. If an employee presents an expired document for Form I-9 purposes, check to make sure the document's expiration date has not been extended (see exceptions above). If the document's validity has not been extended, ask the employee for an unexpired document from the List of Acceptable Documents before creating a case in E-Verify</p>	
2.2 Create a Case	Do not create a case for an employee hired before the effective date of the employer's MOU.	Do not create a case for an employee whose first day of employment is before the effective date of the employer's MOU.
<b>HOW TO CREATE A CASE – PROCESS OVERVIEW</b>	<p>From the E-Verify Welcome page find Cases and click:</p> <p><b>New Case</b></p>	<p>From the E-Verify Welcome page, click the drop-down arrow next to Cases and select <b>New Case.</b></p>
<b>HOW TO CREATE A CASE – PROCESS OVERVIEW</b>	<p>Enter the employee's Form I-9 information. A red asterisk (*) in E-Verify indicates a required field. Using information from Section 1 of Form I-9, enter all required information into each field.</p> <p>When the employee provides an email address on Form I-9, you must enter it into E-Verify because E-Verify may send the employee email notifications with information about his or her E-Verify case.</p> <p>Click Continue.</p>	<p>Enter the employee's information from Section 1 of Form I-9. If you do not enter required information, E-Verify generates a field error message and you must enter the required information to continue with the case.</p> <p>When entering more than one last name into the Other Last Names Used field, press the Tab or Enter key after each last name is added.</p> <p><b>NOTE:</b> If the employee provided an email address on Form I-9, you must enter it into E-Verify. E-Verify may send the employee email notifications with information about his or her E-Verify case. If the employee did not provide an email address on Form I-9, click the box next to <b>No email address provided.</b></p> <p>Click <b>Continue.</b></p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>HOW TO CREATE A CASE – PROCESS OVERVIEW</b>	<p>From Section 1 of the employee’s Form I-9, choose the appropriate option.</p> <ul style="list-style-type: none"> <li>· <b>A citizen of the United States</b></li> <li>· <b>A noncitizen national of the United States</b></li> <li>· <b>A lawful permanent resident</b></li> <li>· <b>An alien authorized to work</b></li> </ul> <p>Click Continue.</p>	<p>From Section 1 of the employee’s Form I-9, choose the appropriate option for Citizenship Status.</p> <ul style="list-style-type: none"> <li>· <b>A citizen of the United States</b></li> <li>· <b>A noncitizen national of the United States</b></li> <li>· <b>A lawful permanent resident</b></li> <li>· <b>An alien authorized to work</b></li> </ul> <p>Click <b>Continue</b>.</p>
<b>HOW TO CREATE A CASE – PROCESS OVERVIEW</b>	<p>Indicate which documents were provided in Section 2 of the employee’s Form I-9. Make the appropriate selection and click Continue.</p> <p>If you select List B and C documents, E-Verify prompts you to select both documents presented by the employee in Section 2 of Form I-9.</p> <p>Click Continue.</p> <p><b>Important:</b> If you select driver’s license or ID card, E-Verify will prompt you to select the document name and state. Make the appropriate selection and click Continue.</p> <p><b>IMPORTANT:</b> If you select An alien authorized to work, you may also be required to indicate that you are entering either the Alien Number, Form I-94 number or foreign passport number from the employee’s Form I-9.</p> <p>Click Continue.</p> <p><b>Employer Case ID</b> is an optional field for users who wish to assign an internal tracking code to a case.</p>	<p>Click <b>List A Document</b> or <b>List B &amp; C Document</b>, using information provided in Section 2 of the employee’s Form I-9. Then select the document or combination of documents provided in Section 2.</p> <p><b>Important:</b> If you select driver’s license, E-Verify will prompt you to select the state. Enter the requested information and click <b>Continue</b>.</p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>HOW TO CREATE A CASE – PROCESS OVERVIEW</b>	<p>Using information from Section 1 and 2 of Form I-9, enter all required information into each field.</p> <p>For more information on the Hire Date, see Section 2.2.1.</p> <p>Click Continue.</p>	<p>Type the employee's first day of employment recorded in Section 2 of Form I-9 into the Employee's First Day of Employment field. Alternatively, you may click <b>Today</b>, <b>1 Day Ago</b>, or <b>2 Days Ago</b> and the corresponding date automatically populates in the Employee's First Day of Employment field. If you select <b>Other</b>, the system requires you to manually enter the employee's first day of employment.</p> <p>If the case is being created 3 or more days past the employee's first day of employment, you must provide a reason for the delay. Select one of the following reasons from the drop-down menu:</p> <ul style="list-style-type: none"> <li>· Awaiting Social Security Number</li> <li>· Technical Problems</li> <li>· Audit Revealed that New Hire Was Not Run</li> <li>· Other</li> <li>· Federal Contractor with E-Verify Clause verifying an existing employee</li> </ul> <p>If <b>Other</b> is selected, E-Verify requires you to type the reason in the <b>Reason for Delay</b> text box.</p> <p><b>NOTE:</b> If you enter a date more than 90 business days beyond the current date in the Employee's First Day of Employment field, E-Verify displays an error message informing this date must be between 11/07/1986 and 90 business days in the future.</p> <p>Provide Visa Number when applicable.</p> <p><b>Employee ID</b> is an optional field for users who wish to assign an internal tracking code to a case. If desired, enter a unique identifier assigned to this case.</p>
<b>HOW TO CREATE A CASE – PROCESS OVERVIEW</b>	<p>Each screen provides additional information simply by clicking any help text symbol. </p>	<p>For additional information on each screen, click any help text symbol. </p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>HOW TO CREATE A CASE - PROCESS OVERVIEW</b>	<p>REMINDER</p> <ul style="list-style-type: none"> <li>* Complete Form I-9 before creating a case in E-Verify.</li> <li>* Enter the employee's email address if provided on Form I-9.</li> <li>* Create cases for all newly hired employees no later than the third business day after the employee starts work for pay.</li> </ul>	<p>REMINDER</p> <ul style="list-style-type: none"> <li>* Complete Form I-9 before creating a case in E-Verify.</li> <li>* Enter the employee's email address if provided on Form I-9 or indicate "No email address provided."</li> <li>* Create cases for all newly hired employees no later than the third business day after the employee's first day of employment.</li> </ul>
<b>2.2.1</b>	HIRE DATE	EMPLOYEE'S FIRST DAY OF EMPLOYMENT
<b>2.2.1</b>	<p>The hire date is the first day of employment in exchange for wages or other remuneration (or "work for pay"). On Form I-9, it is referred to as the employee's first day of employment. For the hire date in E-Verify, enter the employee's first day of employment date from the Certification in Section 2 of the employee's Form I-9, circled below</p> <p>The employee's first day of employment is the date the employee begins working in exchange for wages or other remuneration. The employee's first day of employment is recorded in Section 2 of Form I-9.</p>	

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****2.2.1**

If Form I-9 is completed after the employee accepts the offer of employment, but before the actual start of work for pay, it is possible that the hire date recorded on Form I-9 will change after the employer created the case in E-Verify. If this happens, no additional action is required in E-Verify as the hire date cannot be changed once the case has been created. However, employers should correct the date originally indicated as the employee's first day of employment in the certification block in Section 2 on the employee's Form I-9 if the employee's hire date changes. Consult the Handbook for Employers: Guidance for Completing Form I-9 (M-274) or visit [www.uscis.gov/i-9central](http://www.uscis.gov/i-9central) for more information.

Employees hired on or before November 6, 1986, are not subject to Form I-9. Therefore, employers may not create E-Verify cases for these employees based on this employment. Individuals hired for employment in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009, are also not subject to Form I-9 and their employers may not create cases in E-Verify for them based on this employment.

If Form I-9 is completed after the employee accepts the offer of employment, but before the actual start of work for pay or other remuneration, it is possible that the first day of employment recorded on Form I-9 could change after the employer created the case in E-Verify. If this happens, no additional action is required in E-Verify as the first day of employment cannot be changed once the case has been submitted. If the employee's first day of employment changes, employers should correct the date originally indicated as the employee's first day of employment in the certification block in Section 2 on the employee's Form I-9. Consult the [Handbook for Employers \(M-274\)](#) or visit [www.uscis.gov/i-9central](http://www.uscis.gov/i-9central) for more information.

Employees whose first day of employment was on or before November 6, 1986, are not subject to Form I-9. Therefore, employers may not create E-Verify cases for these employees based on this employment. Individuals hired for employment in the Commonwealth of the Northern Mariana Islands (CNMI) on or before November 27, 2009, are not subject to Form I-9 and their employers may not create cases in E-Verify for them based on this employment.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>2.2.2 E-Verify Photo Matching</b>	<p>If an employee presented one of the first four List A documents for Form I-9 verification, photo matching will prompt the E-Verify user to compare the employee's photo document with a photo displayed during creation of the E-Verify case. This helps ensure that the document the employee provided matches records available to DHS.</p> <p>The four List A documents that will trigger photo matching are the U.S. passport, passport card, Permanent Resident Card (Form I-551) and Employment Authorization Document (Form I-766). When the employee presents one of these documents, employers must copy the document and retain it with Form I-9. If the employee's Form I-9 information matches records available to DHS, E-Verify displays the employee's photo from the document presented.</p>	<p>E-Verify photo matching will prompt the E-Verify user to compare the employee's photo document with a photo displayed during creation of the E-Verify case. This helps ensure that the document the employee provided matches records available to DHS.</p> <p>The four List A documents that will trigger photo matching are the U.S. passport, passport card, Permanent Resident Card (Form I-551) and Employment Authorization Document (Form I-766). When the employee presents one of these documents, employers must copy the front and back of the document (or in the case of a U.S. passport, copy the Passport ID page and the Passport Barcode page) and retain the copies with Form I-9. If the employee's Form I-9 information matches records available to DHS, E-Verify displays the employee's photo from the document presented.</p>
<b>PHOTO MATCHING-PROCESS OVERVIEW</b>	<ul style="list-style-type: none"> <li>▶ E-Verify prompts you to compare a photo displayed in E-Verify with the employee's Form I-9 photo document. You must obtain a copy of the employee's document and retain it with Form I-9.</li> <li>▶ Account for minor variations in shading and detail between the two photos and select Yes or No.</li> <li>▶ Yes – the photo on the employee's actual document or a copy matches the photo displayed by E-Verify. Clothing, hair style, facing direction and appearance on the card should be identical to the photo displayed by E-Verify.</li> </ul> <p>No – the photo on the employee's actual document or a copy does not match the photo displayed in E-Verify.</p> <p><b>NOTE:</b> If No Photo on this Document appears, select Yes.</p>	<ul style="list-style-type: none"> <li>▶ E-Verify prompts you to compare a photo displayed in E-Verify with the employee's Form I-9 photo document. You must obtain a copy of the employee's document and retain it with Form I-9.</li> <li>▶ Account for minor variations in shading and detail between the two photos.</li> <li>▶ Select the option next to the appropriate response.</li> <li>▶ Click <b>Continue to Case Results</b>. <ul style="list-style-type: none"> <li>o <b>Yes, this photo matches</b> – The photo on the employee's actual document or a copy matches the photo displayed by E-Verify. Clothing, hair style, facing direction and appearance on the card should be identical to the photo displayed by E-Verify.</li> <li>o <b>No, this photo does not match</b> – The photo on the employee's actual document or a copy does not match the photo displayed in E-Verify.</li> </ul> </li> </ul>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>PHOTO MATCHING-PROCESS OVERVIEW</b>	SSA OR DHS TENTATIVE NONCONFIRMATION (TNC), Section 3.3	TENTATIVE NONCONFIRMATION (TNC), Section 3.3
2.2.3	2.2.3 CHECK INFORMATION	2.2.3 REVIEW CASE AND ARE YOU SURE? ALERT
	<p>► Click Continue.</p> <p><b>NOTE:</b> If you do not make a selection and click Continue, the case will receive a status of Photo Matching Required. To search for a case, see Section 4.2 Case Alerts.</p> <p><b>IMPORTANT:</b> Compare the photo displayed in E-Verify with the employee's Form I-9 photo document, not to the actual employee.</p>	<p>o <b>No photo displayed</b> No photo was displayed for the E-Verify user to compare with the employee's document provided. This option should be selected when E-Verify either displays no photo or it displays an image of something other than a photo of a person, such as an image of a document.</p> <p><b>NOTE:</b> If you do not make a selection and click Continue to Case Results, the case will receive a status of Case Incomplete. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.</p> <p>► If you select <b>No, this photo does not match</b> or <b>No photo displayed</b>, E-Verify prompts you to upload a photo of your employee's document and click <b>Continue</b>.</p> <p><b>NOTE:</b> For most documents presented, E-Verify requests an image of both the front and back. If you are entering a U.S. passport or passport card, E-Verify will request an image of the Passport ID page and the Passport Barcode page.</p> <p>► <b>NOTE:</b> Each file must be a .jpg, .pdf, or .png file that is no greater than 4MBs.</p> <p>► <b>IMPORTANT:</b> Compare the photo displayed in E-Verify with the employee's Form I-9 photo document, not to the actual employee. lick <b>Continue</b>.</p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>REVIEW CASE- ARE YOU SURE? ALERT</b>	If the information entered does not immediately match SSA and/or DHS records, the Check Information screen appears so the user can confirm that the information was entered correctly. The user may either confirm that the information matches Form I-9 or change the information in certain fields if the information was entered incorrectly. Follow the steps in the Check Information – Process Overview.	Users are prompted to review and confirm that the information entered is correct and may edit case details before submitting the case. If the information entered does not immediately match records available to SSA and/or DHS, the Review Case – Are You Sure? screen appears so the user can confirm that the information entered matches the Form I-9. Users may either confirm that the information matches Form I-9 or change the information in the prompted fields if the information was entered incorrectly. Follow the steps in the Review Case – Process Overview.
2.2.3	<b>CHECK INFORMATION-PROCESS OVERVIEW</b>	<b>REVIEW CASE - PROCESS OVERVIEW</b>

## Section (New)

## Previous Text (Rev. 05/2017)

## New Text (Rev. 04/2018)

### 2.2.3 REVIEW CASE - PROCESS OVERVIEW

► E-Verify prompts you to review and confirm that the information entered into E-Verify is correct.

► Confirm that the information matches Form I-9 or click Edit Case Details to make changes, if needed, then click Submit Case

► Confirm that the information matches Form I-9 or make changes, if needed, and click Continue.

► Some fields cannot be updated. If the information entered is not correct and the information cannot be updated, close the case by clicking Close Case. Select the case closure statement: The case is being closed because data entered is incorrect and create a new case in E-Verify with the correct information.

**NOTE:** If you do not click Continue or Close Case, the case will receive a status of Case Incomplete. To search for a case, see Section 4.2 Case Alerts.

► Review information entered into E-Verify and confirm it matches information entered on the employee's Form I-9.

► Click **Edit Case Details** to make corrections if necessary, then click **Continue** to return to the Review Case screen.

► Click **Submit Case**.

**NOTE:** If you need more time to verify the information is correct, you may click Save & Exit to exit this case. You can locate the case later under *View/Search Cases*.

► If information entered does not immediately match records available to SSA and/or DHS, E-Verify will prompt you with a second alert asking you to confirm the information is correct.

► Review information on the screen to ensure it matches what the employee entered in Section 1 of Form I-9. Select the appropriate option, indicating whether the information displayed matches the Form I-9. If the information does not match what was entered on Form I-9, correct the field in the alert to match the Form I-9.

► Click **Continue to Case Results**.

If you do not select an option, a message will appear instructing you to select an option before you can continue.

If you need more time to verify the information is correct, you may click **Save & Exit** to exit this case. You can locate the case later under *View/Search Cases*. If you do not click **Continue to Case Results** or **Save & Exit**, the case will receive a status of Case Incomplete. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.

## 2.3

## 2.5 DUPLICATE CASE ALERT

## 2.3 Duplicate Cases Found Alert

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****2.3 Duplicate Cases Found Alert**

A duplicate case alert appears for a case that contains the same Social Security number of a previous case entered for the same employer account. A duplicate case alert can occur for several reasons. Receiving a duplicate case alert does not necessarily mean that you should not proceed with the new case and close it. There may be instances when the employer must create a new case for the same employee, such as in the case of a rehire or if the previous case contains incorrect information. Review the situation and decide whether to continue with the case. Follow the steps in the Duplicate Case Alert – Process Overview.

A duplicate cases found alert appears for a case that contains the same information found in one or more cases created within the last 30 days under the same employer account. Receiving a duplicate cases found alert does not necessarily mean that you should not proceed with the new case you are creating. There may be valid reasons for an employer to create a new case for the same employee, such as if the previous case contains incorrect information. However, all cases must be closed in order for the cases to be considered complete. Review the situation and decide whether to continue with the present case and close any open duplicate cases that may have been created in error. Follow the steps in the Duplicate Cases Found Alert – Process Overview.

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****DUPLICATE CASES  
FOUND ALERT –  
PROCESS  
OVERVIEW**

- E-Verify prompts you to review the case information and determine whether you will continue with the case. You may need to contact the user that created the previous case.
  - Click View Case Details to review the case information. If the information is incorrect, update the appropriate information, then click Continue.
  - If you determine that you need to continue with the case, click Continue and select a reason from the options presented in E-Verify.
  - If you think the case is truly a duplicate and you no longer need to continue the verification process, close the case by clicking Close Case.
- ▶ The Duplicate Cases Found alert displays all cases created under this employer account within the last 30 days using duplicate information. Before proceeding with a new case, you should close all open duplicate cases.
  - ▶ Open cases will have a blue Close Case next to the Case Number.
  - ▶ To close an individual case, click **Close case**.
  - ▶ To close multiple open cases, click **Close all cases**.
  - ▶ All cases closed from within this alert will be closed as duplicate cases.
  - ▶ **Close case** next to the Case Number will be inactive for closed cases. If all cases displayed in the alert have been closed, **Close all cases** will be inactive.
  - ▶ If you decide to continue processing a duplicate case listed in this alert, you may abandon the current case with no further action, as the case has not been created yet.
- NOTE:** Program administrators and general users can update and close all cases previously created under the same employer account, regardless of who created the case.

  - ▶ **To continue the case without closing duplicate cases, click Continue anyway.**
  - ▶ **If you select Continue anyway in error, you may click Back and return to the list of duplicate cases.**
  - ▶ **If you click Continue anyway, you must enter a reason for continuing the case without closing previous cases.**
  - ▶ **Once you've typed a reason in the text box, Click Continue.**

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>3.0 CASE RESULTS</b>	<b>Employment Authorized</b>	<b>Employment Authorized</b>
<b>CASE RESULTS OVERVIEW</b>	The employee's information matched records available to SSA and/or DHS.	The employee's information matched records available to SSA and/or DHS.
	<b>DHS Verification In Process</b>	<b>Verification In Process</b>
	This case was referred to DHS for further verification.	This case was referred to DHS for further verification.
	<b>SSA or DHS Tentative Nonconfirmation (TNC)</b>	<b>Tentative Nonconfirmation (TNC)</b>
	Information did not match records available to SSA and/or DHS. Additional action is required.	Information did not match records available to SSA and/or DHS. Additional action is required.
	<b>SSA or DHS Case in Continuance</b>	<b>Case in Continuance</b>
	The employee has visited an SSA field office or contacted DHS, but more time is needed to determine a final case result.	The employee has visited an SSA field office or contacted DHS, but more time is needed to determine a final case result.
	<b>SSA or DHS Final Nonconfirmation</b>	<b>Close Case and Resubmit</b>
	E-Verify cannot confirm an employee's employment eligibility after the employee visited SSA or contacted DHS.	SSA or DHS requires that you close the case and create a new case for this employee. This result may be issued when the employee's U.S. passport, passport card, or driver's license information is incorrect.
	<b>DHS No Show</b>	<b>Final Nonconfirmation</b>
	The employee did not contact DHS within eight federal government working days.	E-Verify cannot confirm the employee's employment eligibility after the employee visited SSA or contacted DHS.

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****3.1 Employment Authorized**

An initial case result of Employment Authorized is the most common and simple case result in E-Verify. Employment Authorized means that the information entered into E-Verify matched records available to SSA and/or DHS and that E-Verify confirmed the employment eligibility of the employee whose information was entered. However, a case that is Employment Authorized is still considered incomplete until it is closed.

Follow the steps outlined in the Employment Authorized - Process Overview.

Most E-Verify cases receive a case result of Employment Authorized. Employment Authorized means that the information entered into E-Verify matched records available to SSA and/or DHS confirming employment eligibility of the employee whose information was entered. E-Verify automatically closes cases resulting in Employment Authorized. You can locate the closed case and view case details in View/Search Cases. See Section 4.2 Case Alerts and View/Search cases for guidance on how to search for and view existing cases in E-Verify. At this stage, you should record the case number on this employee's Form I-9 or print out the Case Details page and attach it to the Form I-9.

**NOTE:** Automatic closure only applies to employers directly accessing E-Verify to create cases. If you are using web service software to create cases, you must manually close all cases, including cases resulting in employment authorized.

**EMPLOYMENT AUTHORIZED – PROCESS OVERVIEW**

- ▶ Receive case result Employment Authorized.
- ▶ Check the information in E-Verify against the employee's Form I-9.
- ▶ Close Case.

A case result of Employment Authorized requires the important step of closing the case. Employers must close each case; this does not happen automatically. Closing the case removes it from the active cases list or the Open Cases to be Closed list. To close each case, follow the steps outlined in Section 4.1 Close Case.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>EMPLOYMENT AUTHORIZED SUMMARY</b>	EMPLOYMENT AUTHORIZED SUMMARY	
	<b>EMPLOYER ACTION</b>	
	<ul style="list-style-type: none"> <li>· Enter Form I-9 information into E-Verify</li> <li>· Receive Employment Authorized case result</li> <li>· Ensure that the information displayed in E-Verify matches the employee's Form I-9</li> <li>· Close case</li> </ul>	
	<b>EMPLOYEE ACTION</b>	
	<ul style="list-style-type: none"> <li>· None</li> </ul>	
<b>3.1.1 EMPLOYMENT AUTHORIZED-Request Name Review</b>	<p>In some cases E-Verify issues a case result of Employment Authorized, but the name returned in E-Verify does not match exactly the name on Form I-9. This happens when the information matches, but there are name variations in DHS records. In this case, request a review of the employee's name so E-Verify can issue a final case result. To request a name review, follow the steps outlined in the Request Name Review - Process Overview.</p>	
	<p><b>IMPORTANT:</b> Do not use this functionality in a discriminatory manner (e.g., based on an individual's race, national origin or ethnicity).</p>	
	<b>REQUEST NAME REVIEW-PROCESS OVERVIEW</b>	
	<p>► Compare the name displayed in the yellow box with the name you entered which is shown in the white box.</p>	
	<p>► If the names match, click Close Case.</p>	
	<p>► If the names do not match, request DHS review of the case by clicking</p>	

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

Request Name Review.

► Enter the specific reason for the name review request into the Comments field.

► Click Continue

A case sent to DHS for name review will be updated with one of the following results:

EMPLOYMENT AUTHORIZED,  
Section 3.1

SSA and DHS TENTATIVE  
NONCONFIRMATION (TNC), Section  
3.3

Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

REQUEST NAME REVIEW  
SUMMARY

**EMPLOYER ACTION**

- Determine if a name review is required (if not required, close case)
- Click Continue
- Input reason for name review request in Comments field
- Click Continue
- Follow steps outlined in DHS Verification in Process

**EMPLOYEE ACTION**

- None

**3.2****3.2 DHS Verification in Process****3.2 Verification in Process**

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****3.2 Verification in Process**

A case result of DHS Verification in Process means that the information did not match records available to DHS. The case is automatically referred to DHS for further verification. DHS will respond to most of these cases within 24 hours, although some responses may take up to three federal government working days. No action is required by either the employer or employee at this time, but employers can check E-Verify daily for a response. See DHS Verification in Process – Process Overview.

A case result of Verification in Process means that DHS cannot verify the data and needs more time. The case is automatically referred for further verification. DHS will respond to most of these cases within 24 hours, although some responses may take up to 3 federal government working days. No action is required by either you or the employee at this time, but you can check E-Verify daily for a response. See Verification in Process – Process Overview.

**3.2 Verification in Process****VERIFICATION IN PROCESS – PROCESS OVERVIEW****DHS VERIFICATION IN PROCESS – PROCESS OVERVIEW**

- ▶ E-Verify displays DHS Verification in Process case result.
- ▶ Check E-Verify for changes to case results.
- ▶ DHS may take three federal government working days to respond.

Follow the next step based on the case result provided.

▶ E-Verify displays a Verification in Process case result in the *View/Search Cases* screen. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.

- ▶ When you open a case with a Verification in Process case result, E-Verify displays the E-Verify Needs More Time screen below.
- ▶ Check E-Verify for changes to case results.

▶ DHS may take 3 federal government working days to respond.

Follow the next step based on the case result provided.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>3.2 Verification in Process</b>	<p>After the three federal government working days, a DHS Verification in Process case result will provide one of the following case results:</p> <p>EMPLOYMENT AUTHORIZED, Section 3.1</p> <p>SSA or DHS TENTATIVE NONCONFIRMATION (TNC), Section 3.3</p> <p>SSA or DHS CASE IN CONTINUANCE, Section 3.4</p>	<p>After the 3 federal government working days, a Verification in Process case result will provide one of the following case results:</p> <p>EMPLOYMENT AUTHORIZED, Section 3.1</p> <p>TENTATIVE NONCONFIRMATION (TNC), Section 3.3</p> <p>CASE IN CONTINUANCE, Section 3.4</p>
<b>3.2 Verification in Process</b>	<p>VERIFICATION IN PROCESS SUMMARY</p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Check E-Verify for case result updates</li> <li>· Follow next steps based on case result provided</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· None</li> </ul>	<p>VERIFICATION IN PROCESS SUMMARY</p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Check E-Verify for case result updates</li> <li>· Follow next steps based on case result provided</li> <li>· An employer may not take adverse action against an employee because of a Verification in Process result</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· None</li> </ul>
<b>3.3</b>	<b>3.3 SSA or DHS Tentative Nonconfirmation (TNC)</b>	<b>3.3 Tentative Nonconfirmation (TNC)</b>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>3.3 Tentative Nonconfirmation (TNC)</b>	<p>An SSA TNC means that the information entered into E-Verify does not match SSA records. A DHS TNC means that the information entered into E-Verify does not match records available to DHS. E-Verify identifies the agency associated with the mismatch when the TNC result is provided.</p> <p>Reasons a case may get an SSA TNC case result include the following:</p>	<p>A TNC means that the information entered into E-Verify does not match records available to SSA and/or DHS. It is possible for an employee to receive a dual TNC, which means the case received a TNC result from both agencies at the same time because information entered into E-Verify does not match records available to both SSA and DHS. E-Verify identifies the agency or agencies associated with the mismatch in the TNC Further Action Notice.</p> <p>A TNC for an information mismatch against SSA records may result because of the following reasons:</p>
<b>3.3 Tentative Nonconfirmation (TNC)</b>	A case can result in a DHS TNC because the employee's:	A case can result in a TNC with DHS because the employee's:
<b>3.3 Tentative Nonconfirmation (TNC)</b>	If the employee chooses not to contest the TNC, the employer may terminate employment with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A paragraph 8(a) of the MOU.	If the employee chooses not to take action on the TNC, the employer may terminate employment with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A paragraph 13 of the MOU.
<b>3.3.1</b>	<b>3.3.1 Notify Employee of SSA or DHS TNC</b>	<b>3.3.1 Notify Employee of TNC</b>
<b>3.3.1 Notify Employee of TNC</b>	The employee must be notified of the SSA or DHS TNC result as soon as possible by following the steps in Notify Employee of SSA or DHS TNC – Process Overview.	The employee must be notified of the TNC result as soon as possible by following the steps in Notify Employee of TNC – Process Overview.
<b>3.3.1 Notify Employee of TNC</b>	<p>Receive SSA or DHS TNC case result.</p> <p>Click Continue.</p> <p>Select either English or Spanish and print the SSA or DHS TNC Further Action Notice.</p>	<p>NOTIFY EMPLOYEE OF TNC – PROCESS OVERVIEW</p> <p>Download and print the Further Action Notice.</p> <p>NOTE: The Further Action Notice prints in English by default, but may also be printed Spanish.</p>

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

Confirm that all information listed at the top of the SSA or DHS TNC Further Action Notice is correct. If information is incorrect, close the case and create a new case for the employee. When you close the original case, select the case closure statement, The case is being closed because the data entered is incorrect.

If the information is correct, review the SSA or DHS TNC Further Action Notice with the employee in private and follow the instructions on page 1 of the SSA or DHS TNC Further Action Notice.

If the employee cannot read, you must read the SSA or DHS TNC Further Action Notice to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of the Further Action Notice in the appropriate language, which is available in View Essential Resources.

**IMPORTANT:** You may provide the SSA or DHS TNC Further Action Notice to the employee in person, by fax, email, overnight or next-day delivery service, as long as you take proper precautions to ensure the employee's information is protected.

Indicate that the employee has been notified by selecting the box Confirm Employee Notification.

Confirm whether the employee decided

to contest the SSA or DHS TNC by following the steps in the Confirm Employee Decision – Process Overview.

· To print in English, click Download Further Action Notice.

· To print in Spanish, click the down arrow next to English and select Spanish, then click Download Further Action Notice.

Review the Further Action Notice with the employee in private and instruct the employee to confirm that the information listed at the top is correct.

If the employee cannot read, you must read the Further Action Notice to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of the Further Action Notice in the appropriate language, which is available in View Essential Resources.

**IMPORTANT:** You may provide the Further Action Notice to the employee in person, by fax, email or overnight or next-day delivery service, as long as you take proper precautions to ensure the employee's information is protected.

Instruct the employee to indicate whether he or she will take action to resolve the TNC, then have the employee sign and date the Further Action Notice printed in English

Provide the employee a copy of the signed Further Action Notice in English (and a translated version, if appropriate).

Attach the original signed Further Action Notice to the employee's Form I 9.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>3.3.1 Notify Employee of TNC</b>	<p><b>NOTIFY EMPLOYEE OF SSA TNC SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Privately notify employee of the SSA or DHS TNC</li> <li>· Print, review, sign and date the SSA or DHS TNC Further Action Notice</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· Confirm that the information on the SSA or DHS TNC Further Action Notice is correct</li> </ul>	<p><b>NOTIFY EMPLOYEE OF TNC SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Download and print the Further Action Notice and confirm that the information listed at the top is correct</li> <li>· Privately notify employee of the TNC</li> <li>· Have employee review and confirm that his or her information listed at the top is correct</li> <li>· Instruct the employee to indicate his or her decision to take action or not and to sign and date the Further Action Notice</li> <li>· Provide the employee with a copy of the signed Further Action Notice in English (and a translated version, if appropriate)</li> <li>· Keep the original signed Further Action Notice on file with Form I-9</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· Confirm that the information on the Further Action Notice is correct</li> <li>· Decide whether to take action to resolve the TNC or not and indicate choice on the Further Action Notice</li> <li>· Acknowledge the TNC case result by signing and dating Further Action Notice</li> </ul>
<b>3.3.2</b>	<b>3.3.2 Confirm Employee Decision</b>	<b>3.3.2 Confirm Employee Decision and refer Case</b>

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****3.3.2 Confirm  
Employee Decision  
and refer Case**

After being notified of the SSA or DHS TNC and choosing whether to contest the case result, the employee acknowledges his or her decision on the SSA or DHS TNC Further Action Notice. Employees who choose to contest an SSA TNC are referred to the SSA. Follow the steps outlined in the Confirm Employee Decision – Process Overview.

After you notify the employee of the TNC and he or she decides whether to take action to resolve the case result, the employee should acknowledge his or her decision on the Further Action Notice. Employees who choose to take action on a TNC are referred to SSA and/or DHS. If a dual TNC is received, the employee will be referred to both SSA and DHS. Follow the steps outlined in the Confirm Employee Decision and Refer Case – Process Overview.

An employee who chooses to take action to resolve an SSA TNC must visit an SSA field office within 8 federal government working days to begin resolving the TNC. An employee who chooses to take action to resolve a DHS TNC must call DHS within 8 federal government working days to begin resolving the TNC. An employee who chooses to take action to resolve a dual TNC is only given 8 federal government work days to visit SSA and call DHS to begin resolving both TNCs. Federal government working days are Monday through Friday (except for federal holidays).

Give the employee the Referral Date Confirmation from E-Verify. The Referral Date Confirmation provides the date by which the employee must visit SSA and/or call DHS. The employee should bring the TNC Further Action Notice when he or she visits a SSA field office.

If the photos do not match during E-Verify photo matching, a photo mismatch TNC may result. A photo mismatch TNC requires the employer to take an additional step to refer the case, but follows the same requirements of any TNC. If the employee chooses to take action on the photo mismatch TNC, the employer must refer the employee to DHS and provide a copy of the Form I-9 photo document to E-Verify.

**3.3.2**

**Confirm employee decision– Process Overview**

**Confirm employee decision and refer Case – Process Overview**

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Confirm employee decision and REFER Case – Process Overview</b>		<p>► Select the option indicating whether or not the employee will take action to resolve the TNC.</p> <p>► Click <b>Continue</b>.</p> <p><b>NOTE:</b> If you indicate that the employee will take action to resolve the TNC, the employee's has 8 federal government working days from when you click Continue to visit SSA and/or call DHS.</p> <p>IF</p> <p><b>EMPLOYEE WILL TAKE ACTION TO RESOLVE TNC:</b></p> <p>► If you selected the option indicating the employee chooses to take action to resolve the TNC, download and print the Referral Date Confirmation, attach a copy of it to the employee's Form I-9, and provide the original to the employee.</p> <p>► The Referral Date Confirmation downloads in English by default, but may also be downloaded in Spanish.</p> <p>o To download/print in English, click <b>Download Referral Date Confirmation</b>.</p> <p>o To download/print in Spanish, click the down-arrow next to English and select <b>Spanish</b>, then click <b>Download Referral Date Confirmation</b>.</p> <p>► Click <b>Continue</b>.</p> <p>For some TNC cases, E-Verify prompts you to submit a copy of the employee's photo document to DHS. Follow the steps below if prompted.</p> <p>► First, make sure you have a copy of the employee's Form I-9 photo document.</p> <p>► Upload a copy of the employee's Form I-9 photo document to the E-Verify case.</p> <p><b>Note:</b> If the employee cannot read, you must read the Referral Date Confirmation to the employee. Provide employees who do not</p>

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

speaking English as their primary language, or have a limited ability to read or understand the English language, with a translated version of this confirmation in the appropriate language. Additional languages are available in Other Resources under Resources/View Essential Resources in E-Verify.

**IMPORTANT:** Close the case *only* after E-Verify provides a final case result or if you no longer need to continue to confirm the employment eligibility of the employee. If you determine information in the case is incorrect and the case should be closed, select the option indicating the employee will not take action. The case will receive a Final Nonconfirmation result and you will be allowed to select an option indicating the case information was entered incorrectly.

**IF EMPLOYEE WILL NOT TAKE ACTION TO RESOLVE THE TNC:**

► If you selected the option indicating the employee will not take action to resolve the case, and confirm that you selected the correct option.

► Click **Continue** to close the case.

► Click **Cancel** to return to the previous screen.

**NOTE:** If you click Continue to close the case, E-Verify displays an updated case status of Final Nonconfirmation.

► Click **Close Case**.

**NOTE:** See Section 4.1 Close Case – Process Overview for additional guidance on closing a case that received a Final Nonconfirmation result.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Confirm employee decision and REFER Case – Process Overview</b>		<p data-bbox="933 220 1507 468">SSA or DHS has 10 federal government working days from the date the case was referred to update the case result in E-Verify. Check E-Verify periodically for an update in the case result. A case referred to SSA or DHS is updated with one the following results:</p> <p data-bbox="933 504 1482 569">EMPLOYMENT AUTHORIZED, Section 3.1</p> <p data-bbox="933 604 1502 640">VERIFICATION IN PROCESS, Section 3.2</p> <p data-bbox="933 676 1456 711">CASE IN CONTINUANCE, Section 3.4</p> <p data-bbox="933 747 1507 783">FINAL NONCONFIRMATION, Section 3.5</p> <p data-bbox="933 819 1482 884">CLOSE CASE AND RESUBMIT, Section 3.6</p> <p data-bbox="933 919 1518 1054">Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.</p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Confirm employee decision and REFER Case – Process Overview</b>	<p><b>CONFIRM EMPLOYEE DECISION SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Instruct the employee to indicate his or her decision to contest or not contest and sign and date the SSA TNC Further Action Notice, then sign and date as the employer</li> <li>· Provide to the employee a copy of the signed SSA TNC Further Action Notice in English (and a translated version, if appropriate)</li> <li>· Keep the original signed SSA TNC Further Action Notice on file with Form I-9</li> <li>· Take the next action based on the employee's decision to contest or not contest the SSA or DHS TNC</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· Decide to contest or not contest and indicate choice on the SSA or DHS TNC Further Action Notice</li> <li>· Acknowledge the SSA or DHS TNC case result by signing and dating SSA or DHS TNC Further Action Notice</li> <li>· Take next action based on decision to contest or not to contest</li> </ul>	<p><b>CONFIRM EMPLOYEE DECISION AND REFER CASE SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Take next steps in E-Verify based on the employee's decision to take action or not regarding the TNC</li> <li>· If referred, print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9</li> <li>· If not referred, close the case.</li> <li>· Check E-Verify for case result updates and follow steps based on case result provided</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· Take next steps based on decision to take action or not</li> <li>· If referred, visit a SSA field office and/or contact DHS within 8 federal government working days and present the Further Action Notice and applicable original documents listed on the Further Action Notice</li> <li>· Follow SSA or DHS instructions for next steps</li> </ul>
<b>3.3.3 Refer Employee to SSA or DHS</b>	<p>An employee who chooses to contest an SSA TNC must visit an SSA field office within eight federal government working days to begin resolving the TNC. An employee who chooses to contest a DHS TNC must call DHS within eight federal government working days to begin resolving the TNC.</p> <p>Give the employee the Referral Date Confirmation from E-Verify. The Referral Date Confirmation provides the</p>	

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

date by which the employee must visit SSA or call DHS. The employee should bring the SSA TNC Further Action Notice when he or she visits an SSA field office. Federal government working days are Monday through Friday (except for federal holidays).

If the employer fails to match photos during E-Verify photo matching, a photo mismatch TNC may result. A photo mismatch TNC requires the employer to take an additional step to refer the case but follows the same requirements of any TNC. If the employee chooses to contest the photo mismatch TNC, the employer must refer the employee to DHS and send a copy of the Form I-9 photo document to E-Verify. Follow the steps outlined in the Refer Employee to SSA – Process Overview to complete the TNC process.

**REFER EMPLOYEE TO SSA OR DHS – PROCESS OVERVIEW**

If the employee chooses to contest the SSA or DHS TNC, click Refer Case.

NOTE: The employee's obligation to visit an SSA field office or call DHS within eight federal government working days begins when you click Refer Case.

For some DHS TNC cases, E-Verify prompts you to submit a copy of the employee's photo document to DHS. Follow the steps below to complete this step when prompted.

First, make sure you have a copy of the employee's Form I-9 photo document. You may submit an electronic copy or send a paper copy by selecting one of the following:

- Scan and attach a copy of Employee's Photo Document

OR

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

- Mail a copy of Employee's Photo Document

If you chose to mail a paper copy, send it through express mail to the address below:

U.S. Department of Homeland Security  
(USCIS)

10 Fountain Plaza, 3rd Floor

Attn: Status Verification Unit – Photo Matching

Buffalo, NY 14202

DHS will not pay for any shipping costs. Participants are free to choose an express shipping carrier at their own expense.

If the employee chooses not to contest, click Close Case and follow steps in Section 4.1 Close Case.

Select the Referral Date Confirmation in either English or Spanish and click Print Confirmation.

Provide the Referral Date Confirmation to the employee.

If the employee cannot read, you must read the Referral Date Confirmation to the employee. If the employee does not speak English as his or her primary language and has a limited ability to read or understand the English language, provide the employee with a translated version of this confirmation in the appropriate language, which is available in View Essential Resources under Resources in E-Verify.

Attach a copy of the Referral Date Confirmation to the employee's Form I-9.

Check E-Verify for case updates and follow steps based on next case result.

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

IMPORTANT: Close the case only when E-Verify provides a final case result or if you no longer need to continue to verify the employment eligibility of the employee.

SSA or DHS has 10 federal government working days to update the case result in E-Verify. Check E-Verify periodically for an update in the case result. A case referred to SSA or DHS is updated with one the following results:

EMPLOYMENT AUTHORIZED,  
Section 3.1

DHS VERIFICATION IN PROCESS,  
Section 3.2

SSA or DHS CASE IN  
CONTINUANCE, Section 3.4

SSA or DHS FINAL  
NONCONFIRMATION, Section 3.5

Each case result requires different actions or steps to continue or close the case. These actions are outlined in the case result sections throughout this manual.

**REFER EMPLOYEE TO SSA or  
DHS SUMMARY****EMPLOYER ACTION**

- Print the Referral Date Confirmation, provide it to the employee and attach a copy to the employee's Form I-9
- Check E-Verify for case result updates and follow steps based on case result provided

**EMPLOYEE ACTION**

- Visit an SSA field office or contact DHS within eight federal government working days and present the SSA TNC Further Action Notice and applicable original documents listed on Page 2 of the SSA TNC Further Action Notice

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	<ul style="list-style-type: none"> <li>· SSA or DHS instructs employee of next steps</li> </ul>	
<b>REVIEW AND UPDATE EMPLOYEE DATA</b>	<p data-bbox="406 331 824 394"><b>3.3.4 REVIEW AND UPDATE EMPLOYEE DATA</b></p> <p data-bbox="406 436 922 611">If SSA finds a discrepancy in the information it received in the E-Verify referral, E Verify will issue a prompt for the employer to review and update the employee's information.</p> <p data-bbox="406 646 922 961">A Review and Update Employee Data case result occurs for reasons including typographical errors and/or incorrect information provided on Form I-9. This requires the employer to review Form I-9 with the employee make any necessary corrections on Form I-9, and update the information in the E-Verify case.</p> <p data-bbox="406 997 898 1102"><b>IMPORTANT:</b> You may only update a case once. Ensure that the changes are correct before updating the case.</p> <p data-bbox="406 1138 898 1207">A case that is resubmitted to SSA will have one of the following case results:</p> <p data-bbox="406 1243 849 1312">EMPLOYMENT AUTHORIZED, Section 3.1</p> <p data-bbox="406 1348 893 1417">DHS VERIFICATION IN PROCESS, Section 3.2</p> <p data-bbox="406 1453 922 1558">SSA or DHS TENTATIVE NONCONFIRMATION (TNC), Section 3.3</p> <p data-bbox="406 1593 873 1663">SSA or DHS FINAL NONCONFIRMATION, Section 3.5</p> <p data-bbox="406 1698 857 1761"><b>REVIEW AND UPDATE EMPLOYEE DATA SUMMARY</b></p> <p data-bbox="406 1797 727 1831"><b>EMPLOYER ACTION</b></p> <ul data-bbox="406 1866 889 2001" style="list-style-type: none"> <li>· Review the information on Form I-9 and E-Verify with the employee for accuracy and make any necessary changes on Form I-9</li> </ul>	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	<ul style="list-style-type: none"> <li>· Access the employee's case</li> <li>· If necessary, update the employee's information in the fields provided</li> <li>· Click Continue</li> <li>· Follow steps based on case result provided</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· Ensure that the information provided in Section 1 of Form I-9 is accurate and make any necessary corrections</li> </ul>	
<b>3.4</b>	<b>3.4 SSA or DHS Case in Continuance</b>	<b>3.4 Case in Continuance</b>
<b>Case in Continuance</b>	A SSA or DHS Case in Continuance status indicates that the employee has visited an SSA field office and/or contacted DHS, but more time is needed to determine a final case result.	A Case in Continuance status indicates that the employee has visited an SSA field office and/or contacted DHS, but more time is needed to determine a final case result.
<b>Case in Continuance</b>	<p>Once SSA or DHS has updated E-Verify, the case will have one of the following results:</p> <p>EMPLOYMENT AUTHORIZED, Section 3.1</p> <p>DHS VERIFICATION IN PROCESS, Section 3.2</p> <p>REVIEW AND UPDATE EMPLOYEE DATA, Section 3.3.4</p> <p>SSA or DHS FINAL NONCONFIRMATION, Section 3.5</p>	<p>Once SSA or DHS has updated E-Verify, the case will have one of the following results:</p> <p>EMPLOYMENT AUTHORIZED, Section 3.1</p> <p>VERIFICATION IN PROCESS, Section 3.2</p> <p>CLOSE CASE AND RESUBMIT, Section 3.5</p> <p>FINAL NONCONFIRMATION, Section 3.6</p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>CLOSE CASE AND RESUBMIT</b>	<p data-bbox="406 249 800 279"><b>2.4 Close Case and Resubmit</b></p> <p data-bbox="406 317 915 527">If the expiration date entered for the employee's U.S. passport, passport card or driver's license is incorrect, E-Verify prompts an Error: Close Case and Resubmit case result and processing of the case cannot continue.</p> <p data-bbox="406 564 915 953">Because document information for a case that has already been submitted cannot be changed, the case must be closed and a new case created with correct information. The employer should select the closure statement option, The case is being closed because the data entered is incorrect, and close this case. Now, the employer can create a new case for this employee using the correct document expiration date.</p> <p data-bbox="406 991 915 1161"><b>IMPORTANT:</b> E-Verify can confirm the employment eligibility of this employee once the new case is created and the correct document expiration date has been entered.</p>	<p data-bbox="935 222 1438 252"><b>3.5 CLOSE CASE AND RESUBMIT</b></p> <p data-bbox="935 289 1508 646">Your employee's case may receive a Close Case and Resubmit case result if SSA and/or DHS are unable to process the case and confirm employment eligibility. The employer should close the case in E-Verify and create a new case. When the user clicks <b>Close and Create a New Case</b>, the case is automatically closed and E-Verify opens a new case for the user to begin entering the employee's information from Form I-9.</p> <p data-bbox="935 684 1390 747"><b>CLOSE CASE AND RESUBMIT SUMMARY</b></p> <p data-bbox="935 785 1252 814"><b>EMPLOYER ACTION</b></p> <ul data-bbox="935 852 1508 1056" style="list-style-type: none"> <li>· Receive Close Case and Resubmit Case Result</li> <li>· Click Close and Create a New Case button.</li> <li>· Create new case</li> </ul> <p data-bbox="935 1094 1252 1123"><b>EMPLOYEE ACTION</b></p> <ul data-bbox="935 1161 1024 1188" style="list-style-type: none"> <li>· None</li> </ul>
<b>Case in Continuance</b>	<b>SSA or DHS Final Nonconfirmation</b>	<b>3.6 Final Nonconfirmation</b>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Final Nonconfirmation</b>	<p>An SSA or DHS Final Nonconfirmation case result is received when E-Verify cannot verify an employee's employment eligibility after an employee has visited a SSA field office or contacted DHS during the TNC referral process. Employers must close the case once a case result of SSA or DHS Final Nonconfirmation has been provided.</p> <p>The employer may terminate employment based on a case result of SSA or DHS Final Nonconfirmation with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A, paragraph 8(a) of the MOU.</p>	<p>A case receives a Final Nonconfirmation case result when E-Verify cannot confirm an employee's employment eligibility after:</p> <ul style="list-style-type: none"> <li>· The employee has visited a SSA field office and/or contacted DHS during the TNC referral process, OR</li> <li>· The employee failed to visit SSA and/or call DHS within 8 federal government working days.</li> </ul> <p>Employers must close the case once a case receives a Final Nonconfirmation result. The employer may terminate employment based on a case result of Final Nonconfirmation with no civil or criminal liability as noted in "Responsibilities of the Employer," Article II, Section A, paragraph 13 of the MOU.</p>
<b>Final Nonconfirmation</b>	<p><b>SSA/DHS FINAL NONCONFIRMATION SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Receive SSA or DHS Final Nonconfirmation case result</li> <li>· Close case</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· None</li> </ul>	<p><b>FINAL NONCONFIRMATION SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Receive Final Nonconfirmation case result</li> <li>· Close case</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· None</li> </ul>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>3.6 DHS No Show</b>	<p><b>3.6 DHS No Show</b></p> <p>A DHS No Show case result indicates that the employee did not contact DHS within eight federal government working days and is considered a Final Nonconfirmation. Employers must close E-Verify cases when they receive a Final Nonconfirmation.</p> <p>Employers may terminate employment based on a case result of DHS No Show with no civil or criminal liability as noted in “Responsibilities of the Employer,” Article II, Section A, paragraph 8(a) in the MOU.</p> <p><b>DHS NO SHOW SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Receive DHS No Show case result</li> <li>· Close case</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· None</li> </ul>	<p>To properly complete the E-Verify process, employers must close <i>every</i> case they create, except for cases that result in Employment Authorized, which E-Verify will automatically close. Follow the steps outlined in the Close Case – Process Overview.</p> <p><b>IF THE CASE RESULT IS EMPLOYMENT AUTHORIZED:</b></p> <ul style="list-style-type: none"> <li>► E-Verify automatically closes the case. See Section 4.2 Case Alerts and View/Search Cases for guidance on how to search for and view existing cases in E-Verify.</li> <li>► Record the E-Verify Case Number on the employee’s Form I-9 or attach a copy of the case details page to the Form I-9.</li> </ul>
<b>4.1 Close Case</b>	<p>To properly complete the E-Verify process, employers must close <i>every</i> case they create. To assist employers in making the correct choice and to reduce the number of options, E-Verify requires employers to state whether the employee is still employed. To close a case, employers follow the steps outlined in the Close Case – Process Overview.</p> <p>Click Close Case.</p> <p>Next, indicate whether the employee is still employed. Select Yes or No and click Continue. Your response to the question “Is (employee’s name) currently employed with this company?” will determine which case closure statement options will appear on the next screen.</p>	

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

Next, select the most appropriate statement and click Continue.

Next, select the most appropriate statement and click Continue.

Record the case verification number on the employee's Form I-9, or print the case details and file it with the employee's Form I-9.

This completes the E-Verify verification process.

► This completes the E-Verify process for this case.

**IF THE CASE RESULT IS FINAL NONCONFIRMATION:**

Click Close Case.

Select the statement indicating whether or not you will continue to employ this individual.

If you select the option indicating you will continue to employ this individual, you must provide the reason why. Type the reason in the text box provided.

If you select the option indicating that neither of the above applies and you are closing this case for a different reason, you must select the reason you are closing the case.

If Other is selected as the reason, you must type the reason in the text box provided.

► After you've typed a reason, click **Close Case**.

► E-Verify displays an alert indicating the case was successfully closed.

► Record the E-Verify Case Number on the employee's Form I-9, or click the link to View/Print Case Details and attach a copy of the case details page to the Form I-9.

► This completes the E-Verify process for this case.

► Click **Create New Case** to create a new case or click **Continue** to be redirected to view all your cases.

**IF THE CASE RESULT IS CLOSE CASE AND RESUBMIT:**

Click Close and Create New Case

This case will be automatically closed and E-Verify will open a new case so you can enter the employee's information from Form I-9 and create a new case.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
		This completes the E-Verify verification process for the first case.
<b>4.1 Close Case</b>	Every case created in E-Verify <b>must</b> be closed. To close a case, select one of the case closure statements. E-Verify will present only the statements that are relevant to each case because not all of the case closure statements apply to every situation.	Every case created in E-Verify <b>must</b> be closed. Some E-Verify case results require employers to provide additional information. When prompted, select the most appropriate statement displayed and type additional information when requested. E-Verify only presents statements that are relevant to each case because not all of the case closure reasons apply to every situation.
<b>4.1 Close Case</b>	<p data-bbox="404 722 714 758">NOTE – CLOSE CASE</p> <p data-bbox="404 793 906 932">When answering the question, “Is the employee currently employed with this company?” it is important to consider the following:</p> <p data-bbox="404 968 919 1142">If the employee did not contest a TNC or received a Final Nonconfirmation or DHS No Show, the employer must decide whether to allow the employee to continue working. If:</p> <ul data-bbox="404 1178 919 1352" style="list-style-type: none"> <li data-bbox="404 1178 919 1247">· Employee’s employment is continued, select Yes.</li> <li data-bbox="404 1283 919 1352">· Employee’s employment is to be terminated, select No.</li> </ul> <p data-bbox="404 1388 919 1633">If the employee has accepted a job offer, but has not yet started work and received a TNC which the employee decided not to contest, or received a Final Nonconfirmation, decide whether to allow the employee to start work. If the employer decides to:</p> <ul data-bbox="404 1669 919 1839" style="list-style-type: none"> <li data-bbox="404 1669 919 1738">· Allow the employee to start work as planned, select Yes.</li> <li data-bbox="404 1774 919 1839">· Rescind the employee’s employment offer, select No.</li> </ul>	
<b>4.1.1 Case Closure Statements</b>	<b>► The employee continues to work for the employer after receiving an Employment Authorized result.</b>	

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E-Verify has verified that the employee is eligible to work in the United States and the employee continues to work for the employer.

► **The employee continues to work for the employer after receiving a Final Nonconfirmation result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee contested the Tentative Nonconfirmation (TNC), but was unable to resolve it and a Final Nonconfirmation was issued in E-Verify. The employer chooses to allow the employee to continue to work.

► **The employee continues to work for the employer after receiving a DHS No Show result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee contested the Tentative Nonconfirmation (TNC), but did not take action to resolve it and a 'DHS No Show' result was issued in E-Verify. The employer chooses to allow the employee to continue to work.

► **The employee continues to work for the employer after choosing not to contest a Tentative Nonconfirmation.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee chose not to contest the Tentative Nonconfirmation (TNC). The employer chooses to allow the employee to continue to work.

► **The employee was terminated by the employer for receiving a Final Nonconfirmation result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee had contested the Tentative Nonconfirmation (TNC), but was unable to resolve it. The

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

employer terminated the employee after the Final Nonconfirmation result.

► **The employee was terminated by the employer for receiving a DHS No Show result.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee contested the Tentative Nonconfirmation (TNC), but did not take action to resolve it and a 'DHS No Show' result was issued in E-Verify. The employer terminated the employee after receiving the 'DHS No Show' result.

► **The employee was terminated by the employer for choosing not to contest a Tentative Nonconfirmation.**

E-Verify could not verify that this employee is authorized to work in the United States. The employee chose not to contest the Tentative Nonconfirmation (TNC). The employer terminated the employee after the employee chose not to contest the TNC.

► **The employee quit working for the employer.**

The employee chose to stop working for the employer.

► **The employee was terminated by the employer for reasons other than E-Verify.**

The employer terminated the employee for reasons unrelated to E-Verify.

► **This case is being closed because of technical issues with E-Verify.**

This case is being closed because of technical issues with E-Verify. E-Verify was unable to process this case due to a technical issue. The employer is closing this case and needs to create a new case.

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► **The case is being closed because another case with the same data already exists.**

An E-Verify case with the same data was already created for this employee. This is a duplicate case.

**NOTE:** If a case is closed because another case with the same data already exists, it does not void the case or change the case result. The case will still display the last case result even though it has been closed.

► **The case is being closed because the data entered is incorrect.**

The data entered for this employee was not correct.

**NOTE:** If a case is closed because the data entered is incorrect, it does not void the case or change the case result. The case will still display the last case result even though it has been closed.

► **The case is being closed because the document is expired.**

The document presented by the employee for verification was expired. The employer is closing the case and needs to create a new case with an unexpired document.

► **The case is being closed because DHS or SSA instructed this employer to create a new case for this employee.**

The Department of Homeland Security (DHS) or Social Security Administration (SSA) instructed the employer to create a new case for this employee because E-Verify was unavailable, or for another reason.

► **The employee is no longer employed by the employer for reasons unrelated to E-Verify and the TNC process could not be completed.**

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
	<p>The employee is not available because they are no longer working for this employer for reasons unrelated to E-Verify. The Tentative Nonconfirmation (TNC) process could not be completed.</p> <p><b>The case is being closed because DHS or SSA instructed this employer to close the case.</b></p> <p>The employer was directed by DHS or SSA to close this case.</p>	
<b>4.1.1 Case Closure Statements</b>	<p><b>CLOSE CASE SUMMARY</b></p> <p><b>EMPLOYER ACTION</b></p> <ul style="list-style-type: none"> <li>· Click Close Case</li> <li>· Indicate whether the employee is still employed</li> <li>· Select the appropriate case closure statement</li> <li>· Record case verification number on Form I-9 or print screen and file it with Form I-9</li> <li>· The E-Verify process is now completed</li> </ul> <p><b>EMPLOYEE ACTION</b></p> <ul style="list-style-type: none"> <li>· None</li> </ul>	<p><b>4.2 Case Alerts AND VIEW/SEARCH CASES</b></p>
<b>4.2</b>	<b>4.2 Case Alerts</b>	

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Case Alerts AND VIEW/SEARCH CASES</b>	<p>The E-Verify home page indicates the number of cases that require attention by a number in a red circle on the alert. Each case alert can be accessed by clicking on the alert. Cases can also be accessed through View Cases and Search Cases from the navigation menu in E-Verify. Follow the steps outlined in the Case Alerts - Process Overview to use the case alerts feature.</p>	<p>The E-Verify home page indicates the number of cases that require attention by a number in a red circle on the alert. Cases needing attention can be accessed by clicking on the alert or through View Cases and Search Cases from the navigation menu in E-Verify. Follow the steps outlined in the Case Alerts and View/Search Cases - Process Overview to use the case alerts feature.</p>
<b>4.2</b>	<b>CASE ALERTS PROCESS OVERVIEW</b>	<b>CASE ALERTS AND VIEW/SEARCH CASES – PROCESS OVERVIEW</b>
<b>CASE ALERTS AND VIEW/SEARCH CASES – PROCESS OVERVIEW</b>	<ul style="list-style-type: none"> <li>· E-Verify user homepage display with no case alerts.</li> <li>· Click on the alert requiring your attention to access your case alert(s). Case alerts can also be accessed:</li> <li>· From Cases, select Search Cases.</li> <li>· Determine your search criteria and click Search.</li> </ul>	<ul style="list-style-type: none"> <li>▶ E-Verify user homepage display with no case alerts</li> <li>▶ E-Verify user homepage display with case alerts.</li> <li>▶ Click on the alert requiring your attention to access your case alert(s).</li> </ul> <p><b>CASE ALERTS CAN ALSO BE ACCESSED:</b></p> <ul style="list-style-type: none"> <li>▶ From the E-Verify Home Page, click the drop-down arrow next to <i>Cases</i> and select View Cases or Search Cases. Both screens offer the same search features to locate existing cases in E-Verify.</li> <li>▶ The View/Search Cases screen displays open cases by default. Click the button next to a different case status on the left side of the screen to display and search for cases with a different status.</li> <li>▶ To view and search cases created during a specific time period, type the begin date in the <b>From</b> field and type the end date in the <b>To</b> field under the <i>Date Submitted</i> section.</li> <li>▶ Press <b>Enter</b> to display search results.</li> <li>▶ Click <b>Clear Filters</b> to remove dates entered under the Date Submitted section. E-Verify displays open cases by default.</li> </ul>

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)**

► You may further narrow the search by entering an identifier in the *Search By* field. Click the drop-down arrow next to *Search By* and select one of the following options:

o Last Name

o First Name

o Case Verification Number

o Alien Number

o Social Security Number

o I-94 Number

o Passport Number

► Type the corresponding name or number in the **Search By** text box.

► Press **Enter** to view cases containing the criteria you entered.

► Displayed cases can be sorted by Case Number, Case Status, Date Hired, or Last Name. Click the drop-down arrow next to *Sort by* on the right side of the screen and select the category you wish to sort.

**NOTE:** If there are more cases than the screen can display, you will see blue arrows on the bottom right side of the screen. Click the right pointing arrow to page through all cases with the criteria you specified. Click the left pointing arrow to page back to the beginning of the list.

► To remove criteria entered in the *Search By* field, click in the text box where you entered a name or number and delete the information entered, then press **Enter**.

► Once you locate your case, click anywhere in the box containing the case information to open and continue processing the case.

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****4.2.1 Open cases to be closed**

Any case created in E-Verify and assigned a case verification number must be closed. The Open Cases to be Closed case alert provides quick access to all cases that need to be closed. Features of this tab include:

Sort cases by: status, last name, first name, case number or hire date

A quick link to each case by clicking on the case number

Any E-Verify case assigned a case verification number must be closed. The Open Cases to be Closed case alert provides quick access to all cases that must be closed.

**4.2.3 Work Authorization Documents Expiring**

The alert will appear in E-Verify 90 days prior to expiration and can be dismissed by the user. Also, the alert only appears the first time the document expires—subsequent expiration dates will not activate this case alert.

This alert will only appear if the document the employee presented for the original E-Verify case was either an Employment Authorization Document (Form I-766) or an Arrival-Departure Record (Form I-94). The alert will appear in E-Verify 90 days prior to expiration. Also, the alert only appears when the Form I-766 or Form I-94 used for the E-Verify case expires—subsequent expiration dates will not activate another case alert.

**Note:** If you have employees who are Temporary Protected Status (TPS) beneficiaries who provided a TPS-related EAD when they first started working for you, you will receive a “Work Authorization Documents Expiring” case alert when the autoextension period for this EAD is about to expire. This alert indicates that at the end of the autoextension period, employment authorization must be reverified in Section 3 of Form I-9. Employers should not use E-Verify for reverification.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Reports – Overview</b>	<p data-bbox="406 222 857 262">Corporate Overview of Pilot Usage</p> <p data-bbox="406 291 922 646">This report displays the number of cases created by the employer within a federal government fiscal year, which begins Oct. 1 and ends Sept. 30 of the following calendar year. If the employer has not created any cases during the fiscal year, a report will appear with a total of zero. The report is available to corporate administrators and program administrators, but not general users.</p>	<p data-bbox="935 239 1386 279">Corporate Overview of Pilot Usage</p> <p data-bbox="935 308 1495 630">This report displays the number of cases created by the employer within a federal government fiscal year, which begins Oct. 1 and ends Sept. 30 of the following calendar year. If the employer has not created any cases during the fiscal year, a report will appear with a total of zero. The report is available to corporate administrators and program administrators.</p>
<b>Reports – Overview</b>	<p data-bbox="406 720 717 760">Historic Records Report</p> <p data-bbox="406 789 922 1144">This report provides case data about each resolved case that is 10 years or older. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as Social Security number or document number. This report is available to users for 3 months in the fall of each year.</p>	<p data-bbox="935 720 1247 760">Historic Records Report</p> <p data-bbox="935 789 1523 1144">This report provides case data about each resolved case that is 10 years or older. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as Social Security number or document number. This report is available to corporate administrators and program administrators for 3 months in the fall of each year.</p>
<b>Reports – Overview</b>	<p data-bbox="406 1218 662 1257">Quick Audit Report</p> <p data-bbox="406 1287 922 1852">This report provides case data about each case that matches the user-entered search criteria in the .csv file format. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as SSNs or document numbers. This report was designed to satisfy the requirement of employers to report their E Verify activity to federal, state, or local government entities. Users should note that this report may contain up to 5,000 rows and is populated with the city and state that is associated with their account.</p>	<p data-bbox="935 1234 1192 1274">Quick Audit Report</p> <p data-bbox="935 1304 1528 1835">This report provides case data about each case that matches the user-entered search criteria in the .csv file format. The case data includes basic company and case identifiers and case resolution information. The case data does not include sensitive employee information such as SSNs or document numbers. This report was designed to satisfy the requirement of employers to report their E Verify activity to federal, state, or local government entities. Users should note that this report may contain up to 5,000 rows and is populated with the city and state that is associated with their account. This report is available to corporate administrators and program administrators.</p>
<b>Reports – Overview</b>	<b>User Roles</b>	<b>Overview of user roles</b>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>6.1 Overview of User Roles</b>	<p>Permissions and functions in E-Verify granted to the user differ for each user role. There are two user roles: program administrator and general user.</p> <p>Every employer account must have at least one program administrator who provides support for the general user and manages the company profile. Employers can choose to have general users who will only be able to create and manage their own cases. General users and program administrators must successfully complete the online E-Verify tutorial before they can create or manage cases.</p> <p>The User Role Functions Overview provides an explanation of the functions of each user role.</p>	<p>Enrolled employers can assign their users with different permissions and functions, depending upon the user's role. There are two types of users: program administrators and general users. Program administrators provide support for the general user and manage the company profile. Employers are required to have at least one program administrator, and can have as many program administrators as they choose.</p> <p>General users are only able to create and manage cases. Employers are not required to have general users, but can have as many general users as they choose.</p> <p>General users and program administrators must successfully complete the online E-Verify tutorial before they can create or manage cases. Review the permissions of each user role in the User Role Overview below.</p>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>USER ROLE OVERVIEW</b>		<p>Program Administrator</p> <p>(at least one required) Every E-Verify account must have at least one program administrator. The program administrator is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures.</p> <p>The program administrator role includes functions of a general user.</p> <p>Permissions include:</p> <ul style="list-style-type: none"> <li>· Registering new users</li> <li>· Creating user accounts for other program administrators and general users</li> <li>· Creating and managing cases</li> <li>· Viewing reports</li> <li>· Updating profile information for other program administrators general users, and themselves</li> <li>· Unlocking user accounts</li> <li>· Closing company and user accounts</li> </ul>
	<p><b>USER ROLE FUNCTIONS - OVERVIEW</b></p> <p>Program Administrator (at least one required)</p> <p>Add Users Unlock Users Update Cases View Cases Create Cases</p> <p>General User (optional)</p> <p>Update Cases View Cases Create Cases</p>	<p>General User</p> <p>(optional) Employers can have as many or no general users as they desire. The general user is responsible for following all E Verify program rules and staying informed of changes to E Verify policies and procedures.</p> <p>Permissions include:</p> <ul style="list-style-type: none"> <li>· Creating and managing cases</li> <li>· Viewing reports</li> <li>· Updating their own user profile</li> </ul>

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>6.2 User ID and Password Creation</b>	After creating a new password, E-Verify will prompt the user to confirm or update his or her email address and phone number.	After creating a new password, E-Verify will prompt users to confirm their email address and telephone number, and provide updates, if necessary.
<b>7.3 Edit company profile</b>		Program administrators must maintain accurate company information in the company profile. The company profile should be updated whenever there is a change in any information contained in the company profile.
<b>7.3.1 Company Information Fields</b>		Total Hiring Sites
<b>COMPANY INFORMATION OVERVIEW</b>		Locations where your company's employees are hired. Typically, a hiring site is where an employee completes Form I-9.
<b>7.3.2 Update Points of Contact</b>	Every employer must have at least one person assigned as a point of contact for E-Verify issues. Program administrators added during account enrollment are automatically assigned as points of contact. To update the point of contact, see the Update Points of Contact – Process Overview.	Every employer must have at least one person assigned as a point of contact for E-Verify issues. Program administrators added during account enrollment are automatically assigned as points of contact. Employers should keep their point of contact information up-to-date. E-Verify will rely on this information if it ever needs to contact the employer. To update the point of contact information when it changes, see the Update Points of Contact – Process Overview.
<b>7.3.4</b>	<b>7.3.4 ADD NEW HIRING SITE(S)</b>	<b>7.3.4 Update Hiring Site(s)</b>
<b>Update Hiring Site(s) REMINDER</b>	If the employer has more than one E-Verify employer account and wishes that all accounts be terminated, the employer must make separate requests to terminate each employer account in order for them to all be closed.	<b>REMINDER</b> Employers with more than one E-Verify employer account must make separate requests to terminate each employer account it wants terminated in order for them to all be closed.

Section (New)	Previous Text (Rev. 05/2017)	New Text (Rev. 04/2018)
<b>Appendix B: Glossary</b>	<b>Alien (Noncitizen)</b>  An individual who is not a citizen or national of the United States	<b>Alien (Noncitizen)</b>  An individual who is not a citizen or national of the United States. “Foreign national” is a synonym and used outside of statutes when referring to noncitizens of the U.S.
<b>Appendix B: Glossary</b>	<b>Case in Continuance</b>  This response is given if the Social Security Administration (SSA) or the U.S. Department of Homeland Security (DHS) needs more than 10 federal government workdays to resolve a case. The employee continues to work until a final case status is provided in E-Verify from SSA or DHS.	<b>Case in Continuance</b>  This response is given if the Social Security Administration (SSA) or the U.S. Department of Homeland Security (DHS) needs more than 10 federal government working days to provide a final case result. The employer may not terminate or take adverse action against an employee because of the TNC while SSA or DHS is reviewing the employee’s case.
<b>Appendix B: Glossary</b>		<b>Close Case and Resubmit</b>  This case result means SSA or DHS needs the case to be closed and the employer should create and submit another case. This result may be issued when the employee’s U.S. Passport, Passport Card, or Driver’s License information is incorrect.
<b>Appendix B: Glossary</b>	<b>Employment Authorization Document (Form I-766)</b>  A document issued to noncitizens that are authorized to work in the United States. The most recent version of the Employment Authorization Document (Form I-766) has been issued since January 1997	<b>Employment Authorization Document (Form I-766)</b>  A document issued to noncitizens who are authorized to work in the United States.

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****Appendix B:  
Glossary****Final Nonconfirmation**

If an employee's employment eligibility cannot be verified based on the information submitted to E-Verify, or the employee failed to visit SSA and/or call DHS within 8 federal government workdays after referral, the employer will receive a Final Nonconfirmation case result in E-Verify. An employer receiving a Final Nonconfirmation response may terminate the employee and will not be civilly or criminally liable for the termination, as long as the action was taken in good faith reliance on the information provided through E-Verify as noted in in "Responsibilities of the Employer," Article II, Section A paragraph 13 of the MOU.

**Appendix B:  
Glossary****Further Action Notice**

The Further Action Notice must be provided to an employee who received a tentative nonconfirmation (TNC) case result. The notice explains the TNC and possible next steps and also provides the employee with instructions for contacting SSA or DHS to resolve the mismatch that caused the TNC

**Further Action Notice**

A notice generated from E-Verify that the employer must give to an employee whose E-Verify case receives a Tentative Nonconfirmation (TNC). Employees who decide to take action on the TNC must contact or visit the appropriate agency within 8 Federal Government working days with this notice to initiate resolution of the E-Verify case.

**Appendix B:  
Glossary****Handbook for Employers:  
Instructions for Completing Form I-9  
(M-274)**

Provides detailed instructions on how to complete and retain Form I-9.

**Handbook for Employers (M-274)**

Provides detailed instructions on how to complete and retain Form I-9, Employment Eligibility Verification.

**Appendix B:  
Glossary****Hire Date**

Hire Date is also known as the employee's first day of employment. Please see Employee's First Day of Employment for more information.

**Section (New)****Previous Text (Rev. 05/2017)****New Text (Rev. 04/2018)****Appendix B:  
Glossary****Interim Case Status**

Certain initial E-Verify results that require additional action before E-Verify can provide a final case result. Interim case results include Tentative Nonconfirmation, Verification in Process, and Case in Continuance.

**Appendix B:  
Glossary****Request Name Review**

In some cases E-Verify returns a case result of 'Employment Authorized,' but the name shown as authorized does not match exactly the name you entered into E-Verify from the employee's Form I-9. This can happen because of name variations in U.S. Department of Homeland Security (DHS) records.

If the names do not match, the case must be sent to DHS for review. Taking this step ensures that the record associated with the 'Employment Authorized' case result belongs to the employee whose information was entered into E-Verify.

**Appendix B:  
Glossary****Review and Update Employee Data**

In some instances, a case status of 'Review and Update Employee Data' may occur. This means that the Social Security Administration (SSA) found a discrepancy in the information it received in the E-Verify referral. This may occur because of typographical errors and/or incorrect information on Form I-9. The Form I-9 will need to be reviewed with the employee, the information corrected as applicable and then the case may be resubmitted.

**Last Reviewed/Updated:** 04/23/2018

## **Tab 9**