

# Glen St. Johns Community Development District

Board of Supervisors'
Meeting
June 16, 2021

District Office: 2806 N. Fifth Street Unit 403 St. Augustine, FL 32084

www.glenstjohnscdd.org

### GLEN ST JOHNS COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084

**Board of Supervisors** Brian Reese Chairman

Darren Romero Vice Chairman

Skip Thompson Assistant Secretary
Mabel Perez Assistant Secretary
Bliss Carley Assistant Secretary

**District Manager** Lesley Gallagher Rizzetta & Company, Inc.

**District Counsel** Katie Buchanan Hopping Green & Sams, P.A.

**District Engineer** Vince Dunn Dunn & Associates, Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. 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.

### GLEN ST JOHNS COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.glenstjohnscdd.org</u>

June 8, 2021

Board of Supervisors Glen St. Johns Community Development District

#### **AGENDA**

Dear Board Members:

The **regular** meeting of the Board of Supervisors' of the Glen St. Johns Community Development District will be held on **June 16, 2021 at 10:00 a.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. Following is the agenda for the meeting.

1. 2. 3.	PUB	L TO ORDER/ROLL CALL LIC COMMENTS INESS ADMINISTRATION				
	A.	Consideration of the Minutes of the Board of Supervisors'				
		Regular Meeting held on April 17, 2021Tab 1				
	B.	Ratification of the Operation and Maintenance Expenditures				
		for April 2021Tab 2				
4.	STAFF REPORTS					
	A.					
		1.) Update on E-VerifyTab 3				
	B.	District Engineer				
	C.	Landscape Report				
		1.) VerdeGo Landscape Report, June 8, 2021Tab 4				
	D.	Amenity Manager Report				
		1.) Amenity Manager Report, June 16, 2021 (Under Separate Cover)				
	E.	District Manager				
		1.) Estate Management Services, Pond Report, May 19, 2021Tab 5				
<b>5</b> .	BUSI	NESS ITEMS				
	A.	Consideration of Proposals for Landscape EnhancementTab 6				
	B.	Consideration of Pond Repair Proposal (Under Separate Cover)				
	C.	Discussion Regarding Vesta Athletic Programs				

6. SUPERVISOR REQUESTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours,
Lesley Gallagher
Lesley Gallagher
District Manager
Glen St. Johns Community Development District

## CALL TO ORDER / ROLL CALL

## AUDIENCE COMMENTS ON AGENDA ITEMS

### **BUSINESS ADMINISTRATION**

### Tab 1

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 **GLEN ST. JOHNS** 8 9 **COMMUNITY DEVELOPMENT DISTRICT** 10 The **regular** meeting of the Board of Supervisors of Glen St. Johns Community 11 Development District was held on Wednesday, April 21, 2021 at 10:00 a.m. at the 12 Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. 13 14 Present and constituting a quorum: 15 16 Brian Reese **Board Supervisor, Chairman** 17 **Board Supervisor, Vice Chairman** Darren Romero 18 **Board Supervisor, Assistant Secretary** 19 Bliss Carley 20 Mabel Perez **Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary** Skip Thompson 21 22 Also present were: 23 24 Lesley Gallagher District Manager, Rizzetta & Company, Inc. 25 Katie Buchanan District Counsel, Hopping Green & Sams 26 (Via Speakerphone) 27 District Engineer, Dunn & Associates 28 Vince Dunn (Via Speakerphone) 29 Field Operations Manager, Vesta Steve Howell 30 Jamie Constancio Sr. Account Manager, VerdeGo Landscape 31 32 33 34 35 FIRST ORDER OF BUSINESS Call to Order 36 37 Ms. Gallagher called the meeting to order at 10:01 a.m. and read roll call. 38 39 40 SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items** 41 42 43 No audience present. 44

45 46 47

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### THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Audit Committee Meeting held February 17, 2021

On a motion by Mr. Reese, seconded by Mr. Romero, with all in favor, the Board approved the Minutes of the Audit Committee Meeting held on February 17, 2021 for Glen St. Johns Community Development District.

### **FOURTH ORDER OF BUSINESS**

 Consideration of the Minutes of the Board of Supervisors' Regular Meeting held February 17, 2021

On a motion by Mr. Romero, seconded by Mr. Reese, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on February 17, 2021 for Glen St. Johns Community Development District.

### **FIFTH ORDER OF BUSINESS**

 Ratification of the Operation and Maintenance Expenditures for January 2021, February 2021 and March 2021

On a motion by Mr. Romero, seconded by Mr. Reese, with all in favor, the Board ratified the Operations and Maintenance Expenditures for January 2021 in the amount of \$39,717.98, February 2021 in the amount of \$23,309.77 and March 2021 in the amount of \$18,663.49 for Glen St. Johns Community Development District.

#### SIXTH ORDER OF BUSINESS

**Staff Reports** 

Ms. Perez joined the meeting in progress.

### B. District Engineer

 1.) Acceptance of Annual Engineer's Report
Mr. Dunn reviewed the Annual Engineer's Report and Repair Memorandum.
He noted he would forward his recommendation and scope for item number
2B of the repair memorandum.

On a motion by Mr. Reese, seconded by Mr. Romero, with all in favor, the Board accepted the Annual Engineer's Report and authorized Vesta to make sidewalk repairs at an expense of \$800.00 for Glen St. Johns Community Development District.

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#### A. District Counsel

Ms. Buchanan updated the Board on recent legislation that passed regarding COIVD-19 liability which would mean the CDD would not be responsible for liability so long as all reasonable precautions had been taken.

### C. Landscape Report

1.) Consideration of Proposal for Monument Landscape Enhancements Mr. Constancio reviewed his report (Exhibit A) which was under separate cover as well as the proposal for monument area on Leo Maguire.

On a motion by Mr. Reese, seconded by Ms. Carley, with all in favor, the Board approved the Monument Landscape Enhancement in the amount of \$552.86 for Glen St. Johns Community Development District.

Concerns were brought up about the condition of the turf and ant mounds in the park on St. Croix. Mr. Constancio said that he would look into the history of maintenance on the park and review photos from when VerdeGo took over this contract as he feels it has been in poor condition for some time. He noted they would treat for ants.

Mr. Reese asked Mr. Constancio to even out the magnolia canopies as a follow up requested from last meeting.

### D. Amenity Manager

Mr. Howell reviewed his report which was under separate cover (Exhibit B). He noted that the storm pipe repair at Cane Garden had been completed.

On a motion by Mr. Reese, seconded by Ms. Perez, with all in favor, the Board approved an additional dog waste station and appointed Ms. Perez to work with the Mr. Howell on the location and the Chairman to approve final cost for Glen St. Johns Community Development District.

### E. District Manager

1.) Estate Management Pond Report, April 5 & April 7, 2021 Ms. Gallagher reviewed there had been no updates on current litigation.

Ms. Gallagher then updated the Board that correspondence from the St. Johns County Supervisor of Elections had been received the previous day and as of April 15, 2021 there were 1040 registered voters within the District (Exhibit C).

**Consideration of Amenity Center and** SEVENTH ORDER OF BUSINESS 118 119 **Playground Pressure Washing Proposals** 120 121 On a motion by Mr. Romero, seconded by Mr. Reese, with all in favor, the Board approved the Pressure Washing proposal at an expense of \$800.00 for Glen St. Johns Community Development District. 122 **EIGHTH ORDER OF BUSINESS Consideration of Seasonal Amenity** 123 124 **Center Facility Attendants** 125 On a motion by Mr. Reese, seconded by Mr. Romeo, with all in favor, the Board approved the addition of seasonal facility attendants, as proposed, for Glen St. Johns Community Development District. 126 127 **NINTH ORDER OF BUSINESS** Consideration of Proposals for Installation of Mulch/Pine Bark 128 129 The Board reviewed proposals from First Coast Mulch and VerdeGo. 130 131 On a motion by Mr. Romeo, seconded by Mr. Reese, with all in favor, the Board approved one installation with First Coast Mulch and the certified playground mulch at an expense of \$13.356.00 for Glen St. Johns Community Development District. 132 It was noted that the Amenity Center needed to have mulch removed prior to installation 133 134 and VerdeGo would provide a proposal for that. 135 TENTH ORDER OF BUSINESS **Acceptance of LLS Tax Solution** 136 **Arbitrage Report, Series 2006** 137 138 On a motion by Mr. Reese, seconded by Ms. Carley, with all in favor, the Board

On a motion by Mr. Reese, seconded by Ms. Carley, with all in favor, the Board accepted the Arbitrage Report reflecting a negative rebate requirement as of November 30, 2020 in the amount of \$(295,491.83) for Glen St. Johns Community Development District.

**ELEVENTH ORDER OF BUSINESS** 

Acceptance of Financial Report for Period Ending September 30, 2020

On a motion by Mr. Reese, seconded by Mr. Romeo, with all in favor, the Board accepted the Audit for Period Ending September 30, 2020 for Glen St. Johns Community Development District.

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## GLEN ST. JOHNS COMMUNITY DEVELOPMENT DISTRICT April 21, 2021 Minutes of Meeting Page 5

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2021-02,
Approving Fiscal Year 2021-2022
Budget and Setting Public Hearing

On a motion by Mr. Reese, seconded by Mr. Romeo, with all in favor, the Board

On a motion by Mr. Reese, seconded by Mr. Romeo, with all in favor, the Board adopted Resolution 2021-02, Approving Fiscal Year 2021-2022 Proposed Budget, as amended, and Setting the Public Hearing for August 18, 2021 at 10:00 a.m. at the Holiday Inn Express located at 2300 State Road 16, St. Augustine, Florida 32084 for Glen St. Johns Community Development District.

An additional bike rack was also authorized for St. Thomas and St. Croix.

THIRTEENTH ORDER OF BUSINESS

Supervisors Request and Audience
Comments

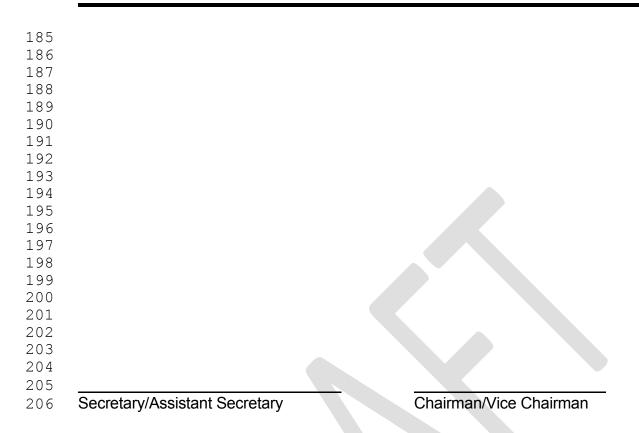
Ms. Carley had questions about adding amenities.

No audience comments.

FOURTEENTH ORDER OF BUSINESS Adjournment

On a motion by Mr. Romeo, seconded by Mr. Reese, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:53 a.m. for Glen St. Johns Community Development District.

## GLEN ST. JOHNS COMMUNITY DEVELOPMENT DISTRICT April 21, 2021 Minutes of Meeting Page 6



### Exhibit A

### VerdeGo

PO Box 789, Bunnell, FL 32110 386-437-3122 - Bunnell 904-797-7474 — St. Augustine



### LANDSCAPE STATUS REPORT

#### REPORT SUMMARY

REPORT DATE PROPERTY NAME PREPARED BY MONTH OF SERVICE

04/21/2021 Glen Saint John Jaime Constancio March

#### SERVICES SUMMARY

#### COMPLETED IN MARCH

- Full-Service Maintenance (Mowing/Edging/String Trimming/Blowing)
- Detail Work (Weeding & Pruning)
- Irrigation Inspection/Wet Checks
- Turf Fertilization & Pest Control
- Tree & Shrub Fertilization/IPM
- Pond banks mowed and weed eated

#### ANTICIPATED FOR NEXT MONTH

- Full-Service Maintenance (Mowing/Edging/String Trimming/Blowing)
- Detail Work (Weeding & Pruning)
- Irrigation Inspection/Wet Checks
- Turf Fertilization & Pest Control
- Tree & Shrub Fertilization/IPM
- Mulching
- Annual Flower Rotation
- lifting trees along St Thomas and Park areas

#### COMMENTS

### TURF

Turf has been treated with fertilizer and nutrients, grass color looking good and Bermuda returning as well from Frost season, need warmer consistent temperature before Bermuda will fully recover

#### **TREES & SHRUBS**

Trees lifted and moss removed from Trees along St Thomas and other areas. Shrubs turning back after cold winter as well

#### **PLANT BEDS**

Fertilized in March

### OTHER

Continue to push back woodline near turf areas, proposal for fire ant treatment in parks and amenity. Completed approved planting inside and outside of perimeter of fencing. All proposals submitted for Traffic Circle approved, Pathway redesign hand carried proposal and parking lot. Met with Brian, Steve and Engineer to discuss and approve parking lot and pathway near play structure and drainage.





Spray Report

Customer: Verdego

Property: Glen St. Johns

Date: 2/8/2021

Area treated +/- 10 acres

Total gallons used- 1200

Product:

8-4-36 @ 12lbs per acre

Prodiamine @ 2lbs per acre

Simazine @ 64oz per acre (Bermuda)

2,4-D @ 16oz per acre

Rometsol @ .3oz per acre

Stickum @ 1pt per 100 gal

Ornamentals

Chlorothalonil

**PPZ** 

Target for this application was to improve health and color of the turf. Pre/Post emergent herbicide was applied to prevent and eliminate broadleaf weeds. Amenity ornamentals were treated with fungicide both root drench and foliar to combat anthracnocse disease.

### **Exhibit B**

### Glen St. Johns

### **Field Operations Report**

Date of report: April 21, 2021

Submitted by: Steve Howell

### **EXPANDED PARKING LOT DISCUSSION:**

Recently met on site with Supervisor Reese, David Todd and Jaime Constancio (Verdego). We
discussed in depth exactly what we are going to do within the previously approved budget, and will be
executing once final, adjusted proposal is completed from Jaime and David has adjusted his drawings
to match. We anticipate work being performed in the next few weeks

### **CANEGARDEN DRAINAGE PROJECT:**

• This project is to begin 4/20, weather permitting. I will be onsite during project beginning to insure all is going well and checking in periodically throughout

#### **SWIM INSTRUCTION AND AMENITY ATHLETICS:**

• This has been discussed in the past and while these are services we offer, the COVID era has created difficulty in people's willingness to provide their time and subsequent risk. I suggest we discuss for Fiscal 22' when we have a better understanding of how society moves back to normal in light of the vaccines. See below from our Ross Ruben, Director of Lifestyle:

#### Hey Steve:

I don't want to speak for Sean but we have been talking about swim lessons today. I am not sure we will have the bandwidth of instructors to handle adding another community right now. We are struggling to acquire instructor to fill our currently contracts as is.

Regarding athletics, it's pretty straight forward. Amenity Athletics currently runs Spring and Fall Soccer, Winter Football, and Spring Basketball. We are adding flag football for Summer starting this June. We currently play games at Bartram Springs and Heritage Landing for Soccer. Flag football is split between Heritage Landing and Bartram. Basketball is split amongst multiple properties right now.

Any community can join our league as long as their resident teams can practice in their own respective communities. In some cases when there is not enough kids from one community we have to combine communities.

I don't know if it makes sense to present athletics at this meeting because the next big push would be for Fall soccer which would open registration around mid July. Thoughts?

### **COMPLETED PROJECTS / No Board action required:**

Routine maintenance and janitorial throughout

- During the excessive rains of late, we've noticed a heavy discharge at the pump area nearest the parking lot. We've spoken with Verdego and will be installing a catch basin with pop up discharge for a more controlled outflow.
- We have gotten a price for new gym flooring as well as (2) new treadmills, as well as lease options for the treadmills
- During a recent Fire Marshall inspection, there were several items noted that needed to be brought
  into compliance. While there are a couple of things we can handle in house, most of the specialized
  items will be performed by Fire Sprinkler Services. Once complete I will be reporting back for a post
  inspection.
- All approved enhancements have begun and will be continuing over the next couple of weeks
- We continue to check playgrounds for safety and functionality.
- The County mowed and detailed Leo Mcguire pkwy on 4/15. We are pleased with their work and current frequency.
- We are continuing the process of tightening and repairing all furniture. All slings are in good shape.
- We continue to ride the community monitoring signs, drains, road conditions, etc.
- We had the 2021 Engineer's report for the community. I've spoken with the pond vendor for the purpose of cleaning the outfalls, marked the 4 sidewalk areas posing a trip hazard, contacted the county regarding the damaged curbing at storm drain on St. Thomas, reached out to Tommy Mashburn with Pavement Management for the county and will be meeting him on site Thursday (4/22) morning at 9am, and last to Jaime regarding some pond bank washout repairs. Wil report results at next meeting.

#### POND AND LAKE MANAGEMENT:

• So far this Spring, the pond guys are managing the ponds well. They move back to every other week beginning this month, so frequency will increase significantly

### WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Continued diligence on a clean facility
- Continued oversight on landscaping and irrigation

Should you have any comments or questions feel free to contact me directly.



### **Exhibit C**



April 20, 2021

Glen St. Johns CDD Attn: Lesley Gallagher, District Manager c/o Rizzetta & Company, Inc. 3434 Colwell Ave., Suite 200 Tampa, FL 33614

Dear Ms. Gallagher:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Glen St. Johns CDD

1,040 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2021.

Please contact us if we may be of further assistance.

Sincerely,

Vicky/C. Oakes

Supervisor of Elections

VO/ew

### Tab 2

### GLEN ST. JOHNS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FL 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## Operation and Maintenance Expenditures April 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented: \$48,042.07

### **Glen St. Johns Community Development District**

### Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	ice Amount
AT & T Corp	2021042921-1	132474430 04/21	Phone/Internet/Alarm Monitoring 04/21	\$	94.65
Bliss Carley	003129	BC042121	Board of Supervisors Meeting 04/21/21	\$	200.00
Brian Reese	003133	BR042121	Board of Supervisors Meeting 04/21/21	\$	200.00
D. Armstrong Contracting, LLC	003130	13643	Sinkhole Repair 04/21	\$	15,000.00
Darren H. Romero	003134	DR042121	Board of Supervisors Meeting 04/21/21	\$	200.00
Dunn & Associates, Inc.	003131	21-248	Engineering Services 04/21	\$	2,001.58
Estate Management Services, Inc.	003126	26256	Pond Management Services 04/21	\$	792.00
First Place Fitness Equipment, Inc.	003120	26609	Gym Wipes 03/21	\$	119.96
Florida Power & Light Company	2021042921-2	FPL Summary 03/21 March	FPL Summary 03/21 March	\$	3,664.99
Holiday Inn Express & Suites	003124	042121 Holiday Inn	BOS Meeting Space Rental 04/21/21	\$	100.00
Hopping Green & Sams	003125	121432	General Legal Services 02/21	\$	1,477.00
Innersync	003121	19330	ADA Website Compliance Q3 FY20/21	\$	384.38
JEA	2021042921-3	1608024175 03/21 March	1430 St Thomas Island Py 03/21	\$	202.39

### **Glen St. Johns Community Development District**

### Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

Vendor Name	Check Number	r Invoice Number	Invoice Description	Invo	ice Amount
Mabel Perez	003132	MP042121	Board of Supervisors Meeting 04/21/21	\$	200.00
Rizzetta & Company, Inc.	003118	INV0000057629	District Management Fees 04/21	\$	3,160.83
Rizzetta Technology Services, LLC	003119	INV000007419	Website Hosting Services 04/21	\$	100.00
Southeast Fitness Repair	003135	15180A	Quarterly Preventative Maintenance	\$	215.00
Verdego, LLC	003122	4917	Fitness Equipment 04/21 Landscape Maintenance 03/21	\$	8,459.84
Verdego, LLC	003127	5030	Landscape Maintenance 04/21	\$	8,459.84
Vesta Property Services, Inc.	003123	381365	Billable Expenses - Arlo tech Camera	\$	10.74
Vesta Property Services, Inc.	003128	382118	Monitoring 02/21 Amenity Management Services 04/21	\$	2,879.67
Waste Pro, Inc	2021040821-1	0000328280	Waste Disposal Services 05/21	\$	119.20
Report Total				\$	48,042.07

## **STAFF REPORTS**

## **District Counsel**

### Tab 3





Company ID Number: _	
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## 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 Page 1 of 13 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

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(I)) 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 <a href="mailto:E-Verify@dhs.gov">E-Verify@dhs.gov</a>. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties. 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

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

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

  20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

  2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

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

- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

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

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

#### D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.

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

## ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

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

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

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### **B. REFERRAL TO DHS**

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

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

## ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

#### **B. TERMINATION**

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

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

- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

#### ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the

#### Employer.

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

#### Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
o.g. rata. e	2 3.0
Department of Homeland Security – Verificati	on Division
Name (Please Type or Print)	Title
Signature	Date
- · <del>-</del> · · · · · · · · · · · · · · · · · · ·	

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

Employer Identification Number:				
North American Industry				
Classification Systems				
Code:				
Parent Company:				
Number of Employees:				
Number of Sites Verified for:				
Are you verifying for more If yes, please provide the			each State:	
State	Number of sites	Site(s)		
	- Ali:			
Information relating to the or operational problems:	Program Admi	nistrator(s) for	your Company	on policy questions
Name:				
Telephone Number:				
Fax Number:				
E-mail Address:				
Name:				
Telephone Number:				
Fax Number:				
E-mail Address:				

## District Engineer

## Landscape Report

## Tab 4

#### VerdeGo

PO Box 789, Bunnell, FL 32110 386-437-3122 - Bunnell 904-797-7474 — St. Augustine



### LANDSCAPE STATUS REPORT

#### REPORT SUMMARY

REPORT DATE PROPERTY NAME PREPARED BY MONTH OF SERVICE

06/08/2021 Glen Saint John Jaime Constancio May

#### SERVICES SUMMARY

#### COMPLETED IN MAY

- Full-Service Maintenance (Mowing/Edging/String Trimming/Blowing)
- Detail Work (Weeding & Pruning)
- Irrigation Inspection/Wet Checks
- Turf Fertilization & Pest Control
- Annual Flower Rotation
- Installed flowers in pots at pool area
- planterd monument at Leo Macquire
- Removed Mulch at Amenity Center interior and exterior
- planted Round About traffic loop

#### ANTICIPATED FOR **NEXT MONTH**

- Full-Service Maintenance (Mowing/Edging/String Trimming/Blowing)
- Detail Work (Weeding & Pruning)
- Irrigation Inspection/Wet Checks
- Turf Fertilization & Pest Control
- Mulching
- Parking lot shell top and grade
- pathway next to playstructure
- drainage in turf area
- proposals submitted for Tortuga corners to add flowers
- and corner of Coope Bay to match.

#### COMMENTS

#### TUR

Overall the grass is doing well and responding to our agronomics program even with the 12+ frost that we had this past winter. We are mowing the ponds and edging them. Bahia in parks is recovering well and we are working on treating the weeds. We will be applying some seed soon in order to help in heavy traffic areas. Proposal to follow for the bahia seed.

#### TREES & SHRUBS

The magnolia trees and others have been lifted on going next to walkways and entrances. Trimming along St Thomas planters have been trimmed and sprayed.

#### PLANT BEDS

All have been sprayed and weeds are under control and will continue to monitor

#### OTHER

See attached agronomics spray and what was applied for April and May. We have had some labor issues with finding people for enhancements, our maintenance crew has managed to stay together but we have like many other companies struggled finding employees during the last few months of covid. Its improving but this has been the delays with enhancements. I have the parking lot and pathway to complete for June. Thank you for your patience. Mulch is being applied by Vesta property wide.





Spray Report

Customer: Verdego

Property: Glen St. Johns

Date: 5/28/2021

Area treated +/- 10 acres

Total gallons used- 1200

Product:

21-0-0 @ .25lbs N per 1000

Ferrous Sulfate

Specticle @ 3.5oz per acre

Meridian @ 17oz per acre

Triple Crown

Target for this application was to improve health and color of the turf.

Pre/Post emergent herbicide was applied to prevent and eliminate broadleaf weeds. Insecticide was also applied to prevent and eliminate any possible turf damaging insects.

## Amenity Manager Report

## Amenity Manager Report, June 16, 2021 (Under Separate Cover)

## District Manager

## Tab 5



**Completed Notes:** 

Notes:



ESTATE MANAGEMENT SERVICES

305 Indigo Dr Brunswick, Georgia 31525 P.: 912-466-9800 E.: accounting@ponds.org

**Glen St Johns** Date: 05/19/2021 Fieldworker: Micah Richardson 1430 Saint Thomas Island Parkway Job #: 42391 St Augustine, Florida 32092 P.: 904-654-6304 Type: Monthly Maintenance Status: Finished E.: cddinvoice@rizzetta.com **Contact Person: Customer Type: Account Type: Pond Management** Actual Job Date & Time **Site Address** 19-May-2021 06:51 PM 1430 Saint Thomas Island Parkway, St Augustine, Florida, 32092 Pre-work Details Land Rig: Yes Weather Conditions: Windy sunny 78 Water Conditions: Low Boat: Backpack: Yes Post-work Details Treated for algae, torpedo grass, spike rush, penny wart and picked up Trash Removed: Yes Treatment: trash Area Treated: All ponds Other Comments: Weed and/or Algae Types: Algae, torpedo grass, spike rush and penny wart Description **Habitat Ounce** Captain XTR Gallon Kammo Ounce Description:

## **BUSINESS ITEMS**

## Tab 6





**Mailing Address** 

Rizzetta c/o Rizetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Date: June 08, 2021

Opportunity#: 5462

Job Address

Glen St. Johns CDD 1430 St Thoams Island Pkwy St. Augustine, FL 32092

Phone: St. Augustine

#### Job Summary:

install new plants on (2) corners of each side of Tortuga, remove existing plants add soil black cow. Install band of color along the front of planter and add to back drop a jack frost for varigated look that wont get damaged by frost like the hawain ti and ginger that looks so bad.

Landscape Enhancement

Quantity	Description	Unit	<b>Unit Price</b>	Ext Price
8.00	Labor and Prep	Hr	\$41.43	\$331.43
19.00	Ligustrum 'Jack Frost' - (e)	3g	\$21.04	\$399.79
1.00	Disposal Fee	Ea	\$50.00	\$50.00
17.00	Texas Sage - (e)	3g	\$17.68	\$300.59
22.00	Flowers Installed	Flat	\$25.10	\$552.20
1.00	Soil Amendments	CY	\$75.00	\$75.00
		Landscape Enhance	ment Total	\$1,709.01

**Proposal Total:** 

\$1,709.01

Note: This proposal includes all labor and material necessary to complete the job.

#### Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.





#### ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By		Ву
	Jaime Constancio	
Date	6/8/2021	Date
	VerdeGo	Rizzetta





**Mailing Address** 

Rizzetta c/o Rizetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Date: June 08, 2021

Opportunity#: 5463

Job Address

Glen St. Johns CDD 1430 St Thoams Island Pkwy St. Augustine, FL 32092

Phone: St. Augustine

#### Job Summary:

install new plants on (1) corners of Cooper Bay, remove existing plants add soil black cow. Install band of color along the front of planter and add to back drop jack frost for varigated look that wont get damaged by frost like the hawain ti and ginger that looks so bad.

Landscape Enhancement

Quantity	Description	Unit	<b>Unit Price</b>	Ext Price
4.00	Labor and Prep	Hr	\$41.43	\$165.71
13.00	Ligustrum 'Jack Frost' - (e)	3g	\$21.04	\$273.51
1.00	Disposal Fee	Ea	\$50.00	\$50.00
9.00	Texas Sage - (e)	3g	\$17.67	\$159.07
11.00	Flowers Installed	Flat	\$25.10	\$276.10
1.00	Soil Amendments	CY	\$75.00	\$75.00
		Landscape Enhance	ment Total	\$999.39

Proposal Total: \$999.39

Note: This proposal includes all labor and material necessary to complete the job.

#### Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.





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Ву		Ву
	Jaime Constancio	
Date	6/8/2021	Date
	VerdeGo	Rizzetta





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Rizzetta c/o Rizetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Date: June 08, 2021

Opportunity#: 5461

Job Address

Glen St. Johns CDD 1430 St Thoams Island Pkwy St. Augustine, FL 32092

Phone: St. Augustine

#### Job Summary:

Proposal for installation of 2 new annual beds outside pool area. There are presently no annuals in this area. We would be adding a soil mix in these areas to create the beds. Price includes soil, annuals, retro fit of irrigation for these beds to ensure proper coverage and all job related labor.

Landscape Enhancement

Quantity	Description	Unit	<b>Unit Price</b>	Ext Price
6.00	Labor and Prep	Hr	\$37.00	\$222.00
180.00	Annuals (Kit)	4"	\$4.23	\$761.61
2.00	Irrigation Labor	Hr	\$55.00	\$110.00
1.00	Irrigation Parts	Dollars	\$50.00	\$50.00
1.00	planting mix medium	CY	\$50.00	\$50.00
		Landscape Enhancer	nent Total	\$1,193.61

**Proposal Total:** 

\$1,193.61

Note: This proposal includes all labor and material necessary to complete the job.

#### Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

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By		Ву	
	Jaime Constancio		
Date	6/8/2021	Date	
	VerdeGo	Rizzetta	

## Consideration of Pond Repair Proposal (Under Separate Cover)

## Discussion Regarding Vesta Athletic Programs

# AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

## **ADJOURNMENT**