



Rizzetta & Company

# **Wiregrass II Community Development District**

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**Board of Supervisors' Meeting  
January 28, 2021**

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

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

## **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Bill Porter	Chairman
	Colby Chandler	Vice Chairman
	Hatcher Porter	Assistant Secretary
	Caitlyn Chandler	Assistant Secretary
	Quinn Porter	Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lindsay Whelan	Hopping, Green & Sams
<b>Interim Engineer</b>	Nicole Lynn	King Engineering, Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544**  
[www.wiregrass2cdd.org](http://www.wiregrass2cdd.org)

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January 21, 2021

Board of Supervisors  
**Wiregrass II Community  
Development District**

**REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass II Community Development District will be held on **Thursday, January 28, 2021 at 10:30 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Audit  
And Board of Supervisors Meeting Held on November 11, 2020 Tab 1
  - B. Consideration of Operation and Maintenance Expenditures  
for November and December 2020..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of Disclosure of Public Financing,  
Series 2020 Bonds ..... Tab 3
  - B. Resolution 2021-03, Ratifying the Sale of the Series  
2020 Bonds ..... Tab 4
  - C. Consideration of Dissemination Agreement ..... Tab 5
  - D. Consideration of Resolution 2021-04, Authorization of  
The RFP for Wiregrass Ranch Blvd. Phase 3B Project ..... Tab 6
  - E. Consideration of Construction Management Agreement for  
Wiregrass Ranch Boulevard Phase 3B..... Tab 7
  - F. Authorize RFQ for District Engineering Services ..... Tab 8
- 5. STAFF REPORTS**
  - A. District Counsel
    1. Presentation of Memorandum of Understanding- E Verify....Tab 9
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Very truly yours,

Lynn Hayes  
District Manager

## Tab 1

MINUTES OF MEETING

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

WIREGRASS COMMUNITY DEVELOPMENT DISTRICT

The Audit meeting of the Wiregrass Community Development District was held on **Thursday, October 22, 2020 at 10:04 a.m.** by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present were:

Bill Porter	<b>Board Supervisor, Chairman</b>
Colby Chandler	<b>Board Supervisor, Vice Chairman</b>
Quinn Porter	<b>Board Supervisor, Assistant Secretary</b>
Hatcher Porter	<b>Board Supervisor, Assistant Secretary</b>

Also Present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Sheridan	<b>Developer, Locust Branch</b>
Lindsay Whelan	<b>District Counsel, Hopping, Green &amp; Sams</b>

**FIRST ORDER OF BUSINESS**

**Call to Order / Roll Call**

Mr.. Hayes confirmed there was a quorum present and called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

No members of general audience in attendance.

**THIRD ORDER OF BUSINESS**

**Consideration of Proposals for Auditing Services**

Mr. Hayes compiled the ranking for each firm by Committee and announced that Berger, Toombs, Elam, Gaines & Franks was the highest ranked bidder with the most points recommending that they be awarded the contract.

On a Motion by Mr. B Porter, seconded by Mr. C Chandler, with all in favor, the Audit Committee recommended that the Board award the contract for auditing services for Fiscal Year 2020-2021 (with the option for four additional years) to Berger, Toombs, Elam, Gaines & Frank, for Wiregrass Community Development District.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

Mr. Hayes said that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Mr. Q Porter, seconded by Mr. B Porter, with all in favor, the Board of Supervisors adjourned the meeting at 10:18 a.m. for Wiregrass Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT

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MINUTES OF MEETING

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

WIREGRASS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors meeting of the Wiregrass Community Development District was held on **Wednesday, August 28, 2020 at 9:02 a.m.** by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present were:

Bill Porter	<b>Board Supervisor, Chairman</b>
Colby Chandler	<b>Board Supervisor, Vice Chairman</b>
Quinn Porter	<b>Board Supervisor, Assistant Secretary</b>
Hatcher Porter	<b>Board Supervisor, Assistant Secretary</b>

Also Present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Sheridan	<b>Developer, Locust Branch</b>
Lindsay Whelan	<b>District Counsel, Hopping, Green &amp; Sams</b>

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments

No audience was present.

THIRD ORDER OF BUSINESS

Consideration of Series 2014 Arbitrage Report

Mr. Hayes. presented the series 2014 Arbitrage report to the Board of Supervisors.

On a Motion by Mr. C. Chandler, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors accepted the Series 2014 Arbitrage Report for Wiregrass Community Development District.



**FOURTH ORDER OF BUSINESS**

**Ratification of Egis Insurance Proposal**

Mr. Hayes presented the Board with the Egis Insurance Proposal. He reminded the Board this was approved by the Vice Chairman and noted that the expenditure for this was \$5,586 for the prior year.

On a Motion by Mr. C. Chandler, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors ratified the payment of the Egis Insurance premium, for Wiregrass Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of District Management Services Second Addendum**

Mr. Hayes presented the District Management Services Addendum and indicated the second addendum is required for auditing purposes. He informed the Board there is a slight cost increase of \$1,504 from the prior year and provided a breakdown of the details.

On a Motion by Mr. B. Porter, seconded by Ms. Q. Porter, the Board approved the second addendum to the District Management Services Contract, for Wiregrass Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Audit Committee Recommendation**

Mr. Hayes reviewed the recommendation of the Audit Committee.

On a Motion by Mr. C. Chandler, seconded by Mr. B. Porter, with all in favor, the Board of Supervisors accepted the recommendation of the Audit Committee and awarded the contract for FY 2020-2024 auditing services to Berger, Toombs, Elam, Gaines & Frank, for Wiregrass Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting held on August 27, 2020, and September 15, 2020**

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

On a Motion by Mr. B. Porter, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors approved the minutes from the meetings on August 27, 2020, and September 15, 2020, for Wiregrass Community Development District.

**EIGHTH ORDER OF BUSINESS****Consideration of Operation and Maintenance Expenditures for August and September 2020**

Mr. Hayes presented the Operations and Maintenance Expenditures for August and September 2020.

On a Motion by Mr. C. Chandler, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors ratified the payment of the invoices for the August 2020 Operation and Maintenance Expenditures (\$32,062.14) and September (\$95,787.09) as presented for Wiregrass Community Development District.

**NINTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

No Report.

**B. District Engineer**

No Report.

**C. District Manager**

Mr. Hayes confirmed the next meeting would be held on Thursday, January 28, 2021 at 10:00 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544. He also informed the Board that the November 26, 2020 and December 24, 2020 meetings were cancelled.

**EIGHTH ORDER OF BUSINESS****Supervisor Requests**

There were no supervisor requests.

**NINTH ORDER OF BUSINESS****Adjournment**

On a Motion by Mr. H. Porter, seconded Mr. C. Chandler, with all in favor, the Board of Supervisors adjourned the meeting at 10:27 a.m. for Wiregrass Community Development District.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

## **Tab 2**

# Wiregrass II Community Development District

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

## **Operations and Maintenance Expenditures November 2020 For Board Approval**

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

The total items being presented: **\$3,094.80**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Department of Economic Opportunity	001058	83642	Special District Fee FY 2020/2021	\$ 175.00
Times Publishing Company	001056	0000107618 10/14/20	Account #200049 Legal Advertising 10/20	\$ 148.00
Times Publishing Company	001056	0000115367 10/14/20	Account #200049 Legal Advertising 10/20	\$ 176.80
Waldrop Engineering	001057	0029673	Engineering Services 09/20	<u>\$ 2,595.00</u>
<b>Report Total</b>				<u><b>\$ 3,094.80</b></u>

# Wiregrass II Community Development District

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

## **Operations and Maintenance Expenditures December 2020 For Board Approval**

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

The total items being presented:   **\$19,486.30**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hopping Green & Sams, PA	001059	117853	General Monthly Legal Services 09/20	\$ 781.95
Hopping Green & Sams, PA	001059	117854	Bond Validation Legal Services 09/20	\$ 8,948.77
Hopping Green & Sams, PA	001059	117855	Construction Legal Services 09/20	\$ 214.20
Hopping Green & Sams, PA	001059	118682	General Legal Services 10/20	\$ 1,920.00
Rizzetta & Company, Inc.	001060	INV0000054235	District Management Fees 11/20	\$ 3,373.25
Rizzetta & Company, Inc.	001060	INV0000054711	District Management Fees 12/20	\$ 3,373.25
Rizzetta Technology Services	001061	INV0000006521	Email & Website Hosting Services 11/20	\$ 175.00
Rizzetta Technology Services	001061	INV0000006623	Email & Website Hosting Services 12/20	\$ 175.00
Times Publishing Company	001062	0000118977 10/25/20	Account #200049 Legal Advertising 10/20	\$ 151.00
Times Publishing Company	001062	0000118978 11/04/20	Account #200049 Legal Advertising 11/20	\$ 97.60
Wiregrass irrigation, LLC	001063	001	Irrigation Service 11/20	<u>\$ 276.28</u>
<b>Report Total</b>				<u><b>\$ 19,486.30</b></u>

## **Tab 3**



Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Wiregrass II Community  
Development District  
c/o Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Tampa, Florida 33544

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>**

**Wiregrass II Community Development District**

Bill Porter  
Chairman

Caitlin Chandler  
Assistant Secretary

Colby Chandler  
Vice Chairman

Hatcher Porter  
Assistant Secretary

Quinn Porter  
Assistant Secretary

Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Tampa, Florida 33544

District records are on file at the offices of Rizzetta & Company, Inc., and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of January 1, 2021. For a current list of Board Members, please contact the District Manager's office.

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## **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

### **INTRODUCTION**

The Wiregrass II Community Development District (“District”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition of stormwater management systems, roadway improvements, water, reclaimed water and sewer utilities improvements, streetlighting and undergrounding improvements, parks and recreation facilities, and landscaping, irrigation and monumentation improvements.

## **DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Wiregrass II Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

### **What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance 19-03 enacted by the Board of County Commissioners of Pasco County, Florida, effective as of January 25, 2019. The District encompasses approximately 515.2 acres located entirely within the boundaries of unincorporated Pasco County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (the “Board”), the members of which must be residents of the State and citizens of the United States. Board members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both (i) six years after the initial appointment of Supervisors have passed and (ii) the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Pasco County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide  
and how are the improvements paid for?**

The District is comprised of approximately 515.2 acres located entirely within unincorporated Pasco County, Florida. The District is part of a larger, master planned community development known as Wiregrass Ranch. “Assessment Area 1” within the District consists of approximately 230 acres. The legal description of the lands encompassed within Assessment Area 1 is attached hereto as **Exhibit A**.

The public infrastructure necessary to support the District’s development program includes, but is not limited to: roadways and paving, undergrounding of street lighting electrical systems, water and wastewater and systems, stormwater and drainage systems and related earthwork, environmental conservation and mitigation services, reclaimed water systems, and landscaping and irrigation improvements. These infrastructure improvements are more fully detailed below.

To plan the infrastructure improvements necessary for Assessment Area 1, the District adopted a *Master Engineer’s Report* dated June 2020, as supplemented by the *Supplemental Engineer’s Report*, dated October 2020 (collectively, the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure therein (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been or are anticipated to be funded by the District’s sale of bonds. On September 30, 2020, the Circuit Court of the State of Florida, in and for Pasco County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$42,915,000 in Capital Improvement Revenue Bonds for the funding of the Capital Improvement Plan.

On November 13, 2020, the District issued a series of special assessment bonds for the purposes of financing a portion of the costs of the construction and acquisition of the Capital Improvement Plan. On that date, the District issued its \$10,705,000 Wiregrass II Community Development District Capital Improvement Revenue Bonds, Series 2020 (Assessment Area One) (the “Series 2020 Bonds”).

A general description of the improvements described in the Capital Improvement Plan and planned to be financed by the Series 2020 Bonds is set forth below. The Capital Improvement Plan and the below description are subject to change, so please contact the District’s office for the most current description of the improvements and the status of the improvements.

**Roadway Improvements**

The District has or intends to provide funding for the construction and/or acquisition of Wiregrass Ranch Boulevard Phases 3B and 4A-4D (hereinafter the “Roadways”). The Roadways will be public roads that will provide traffic circulation through the development. Roadway construction includes earthwork, paving, curbs, sidewalks, and necessary striping and signage.

Pasco County will ultimately own, operate, and maintain the Roadways. The land underlying the Roadways may be acquired by the District using any legally available funds.

### **Water Distribution System**

The District has or intends to provide funding for the construction and/or acquisition of the water distribution system adjacent to the Roadways. Pasco County will ultimately own, operate, and maintain the water distribution infrastructure and will provide potable water service.

### **Wastewater Collection System**

The District has or intends to provide funding for the construction and/or acquisition of the wastewater collection system adjacent to the Roadways. Pasco County will ultimately own, operate, and maintain the wastewater collection infrastructure and will provide wastewater treatment service.

### **Stormwater Management System**

The District has or intends to provide funding for the construction and/or acquisition of stormwater management facilities adjacent to the Roadways, consisting of stormwater collection and outfall systems, including curb inlets, pipes and culverts, control structures, on-site preserve and wetland areas, open channel, and/or open waterways and ponds.

Pasco County and the Southwest Florida Water Management District (“SWFWMD”) regulate the design criteria for the stormwater management system within the District. The pre-development site runoff and water management conditions have been developed by the Pasco County and SWFWMD. The existing, onsite and naturally occurring wetlands have been delineated by SWFWMD. Pasco County will ultimately own, operate and maintain the stormwater management and drainage improvements. The land underlying the stormwater management ponds may be purchased by the District using any legally available funds.

### **Underground and Street Lighting Electrical System**

The District has or intends to provide funding for the undergrounding of the street lighting electrical system improvements adjacent to the Roadways. While the District is required to pay for the placement of electrical distribution main lines underground along the roadway, the Withlacoochee River Electric Cooperative (WREC) will own any related lines or transformers.

The District may lease streetlights from WREC. While any required bonding requirements are included within the Capital Improvement Plan, the District would fund the cost of any such lease through annual operations and maintenance assessments.

## **Reclaimed Water**

The District has or intends to provide funding for the construction and/or acquisition of twenty-inch and sixteen-inch reclaimed water main extensions in the Roadway rights-of-way to provide connections to the Pasco County reclaimed water system. Pasco County will ultimately own, operate, and maintain the reclaimed water system infrastructure and will provide reclaimed water service.

## **Landscaping and Irrigation Improvements**

The District has or intends to provide funding for the construction and/or acquisition of landscaping and irrigation systems and improvements adjacent to the Roadways. Pasco County will ultimately own, operate and maintain the landscaping and irrigation improvements.

## **Environmental Conservation and Mitigation**

The District has or intends to provide funding for the costs associated with the construction and/or acquisition of wetland mitigation. The District additionally has or intends to provide funding for the costs associated with mitigation bank credits. There are approximately 6.74 units of permanent forested and herbaceous wetland impacts associated with the Capital Improvement Plan. Pursuant to applicable Southwest Florida Water Management District and U.S. Army Corps of Engineer approvals, development of the Capital Improvement Plan will require purchase of approximately 4.84 units of wetland mitigation bank credits. The Series 2020 Bonds are anticipated to be utilized to fund approximately fifty (50%) percent of such costs.

## **Assessments, Fees and Charges**

A portion of the cost of acquisition or construction of these infrastructure improvements have been financed by the District through the sale of the Series 2020 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the Assessment Area 1 which lands benefit from the construction, acquisition, establishment and operation of the infrastructure improvements included within the Capital Improvement Plan. The annual debt service obligations of the District that must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Provided below are the annual debt service assessment levels for property within the District for the Series 2020 Bonds (the “Series 2020 Debt Service Assessments”). Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District’s assessment methodology and assessment roll are available for review at the District’s offices.

The annual Series 2020 Debt Service Assessments per product type are as follows:

<b>Product Type</b>	<b>Series 2020 Bonds Annual Assessment Per Unit</b>
SF 45'	\$1,422
SF 52'	\$1,643
SF 62'	\$1,959
SF 76'	\$2,402

Note: The annual assessments level amounts have been grossed up to include collection costs from Pasco County and a maximum discount for early payment as authorized by law.

The Series 2020 Debt Service Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”) that may be determined and calculated annually by the District’s Board of Supervisors and are levied against benefitted lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the infrastructure as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

### **Method of Collection**

The District’s Series 2020 Debt Service Assessments and/or O&M Assessments may appear on that portion of the annual real estate tax notice entitled “non-ad valorem assessments,” and to the extent that it is, will be collected by the Pasco County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District’s operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to the District Manager at: Wiregrass II Community Development District, c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Tampa, Florida 33544.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District’s public financing and maintenance



activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the \_\_\_\_\_ day of January 2021, and recorded in the Official Records of Pasco County, Florida.

**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Bill Porter, Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
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 January, 2021, by Bill Porter, Chairman of the Wiregrass II Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description**

**DESCRIPTION:** A parcel of land lying in Sections 17 and 20, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows:

**COMMENCE** at the South 1/4 corner of said Section 17, run thence along the South boundary of the Southwest 1/4 of said Section 17, S.89°56'36"W., a distance of 81.51 feet to the **POINT OF BEGINNING**; thence S.13°07'32"W., a distance of 495.31 feet; thence S.03°02'10"E., a distance of 20.00 feet to a point on the North right-of-way line of (Proposed) CHANCEY ROAD, same being a point on a non-tangent curve; thence along said North right-of-way line of (Proposed) CHANCEY ROAD the following two (2) courses; 1) Westerly, 238.70 feet along the arc of a non-tangent curve to the left having a radius of 2170.00 feet and a central angle of 06°18'09" (chord bearing S.83°48'46"W., 238.58 feet) to a point of tangency; 2) S.80°39'41"W., a distance of 419.94 feet; thence departing said North right-of-way line, N.22°17'21"W., a distance of 828.69 feet; thence N.00°00'00"E., a distance of 503.64 feet; thence N.90°00'00"W., a distance of 409.95 feet to a point on the East right-of-way line of (Proposed) WIREGRASS RANCH BOULEVARD, same being a point on a non-tangent curve; thence along said East right-of-way line of (Proposed) WIREGRASS RANCH BOULEVARD the following three (3) courses: 1) Northerly, 256.37 feet along the arc of said non-tangent curve to the left having a radius of 2170.00 feet and a central angle of 06°46'08" (chord bearing N.05°53'15"W., 256.22 feet) to a point of tangency; 2) N.09°16'19"W., a distance of 1197.44 feet to a point of curvature; 3) Northerly, 67.04 feet along the arc of a tangent curve to the left having a radius of 2170.00 feet and a central angle of 01°46'13" (chord bearing N.10°09'26"W., 67.04 feet); thence departing said East right-of-way line, N.80°43'41"E., a distance of 265.75 feet; thence S.87°57'40"E., a distance of 367.16 feet; thence S.57°20'38"E., a distance of 339.26 feet; thence S.86°28'54"E., a distance of 66.62 feet; thence N.42°21'42"E., a distance of 121.56 feet; thence N.06°21'48"E., a distance of 117.72 feet; thence N.30°04'53"E., a distance of 317.33 feet; thence N.31°40'02"W., a distance of 826.37 feet; thence N.00°11'52"E., a distance of 397.93 feet; thence N.13°36'34"W., a distance of 377.61 feet to a point on South boundary of the North 1/4 of said Section 17, said point also being on the North boundary of the South 1/2 of the Northwest 1/4 of said Section 17, thence along said South boundary, also being the North boundary of the South 1/2 of the Northeast 1/4 of said Section 17, N.89°54'52"E., a distance of 2481.65 feet; thence departing said South boundary, S.20°00'03"W., a distance of 687.33 feet; thence S.48°19'27"E., a distance of 898.90 feet; thence S.61°53'11"W., a distance of 452.85 feet; thence S.19°17'06"W., a distance of 169.80 feet; thence S.27°42'11"W., a distance of 276.31 feet; thence S.88°13'41"E., a distance of 233.36 feet; thence S.27°30'45"W., a distance of 416.49 feet to a point on a curve; thence Westerly, 31.75 feet along the arc of a non-tangent curve to the left having a radius of 340.00 feet and a central angle of 05°21'03" (chord bearing S.86°29'28"W., 31.74 feet); thence S.06°11'37"E., a distance of 70.02 feet to a point on a curve; thence Easterly, 106.48 feet along the arc of a non-tangent curve to the right having a radius of 270.00 feet and a central angle of 22°35'43" (chord bearing S.84°53'45"E., 105.79 feet); thence S.73°35'54"E., a distance of 159.02 feet to a point of curvature; thence Southeasterly, 278.55 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 29°17'02" (chord bearing S.58°57'23"E., 275.53 feet); thence S.48°50'15"W., a distance of 53.66 feet; thence S.41°09'45"E., a distance of 50.00 feet; thence S.10°53'03"W., a distance of 195.13 feet; thence N.62°17'23"W., a distance of 522.31 feet; thence S.68°54'43"W., a distance of 465.38 feet; thence S.16°18'13"E., a distance of 329.96 feet; thence S.61°31'05"E., a distance of 402.39 feet; thence S.54°31'18"W., a distance of 776.34 feet; thence S.84°09'29"W., a distance of 658.51 feet; thence S.13°07'32"W., a distance of 257.80 feet to the **POINT OF BEGINNING**.

Containing 229.594 acres, more or less.

## **Tab 4**

## **RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2020 (ASSESSMENT AREA 1); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wiregrass II Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Capital Improvement Revenue Bonds, Series 2020 (Assessment Area 1), in the par amount of \$10,705,000 (“Series 2020 Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2020 Bonds on November 13, 2020; and

**WHEREAS**, as prerequisites to the issuance of the Series 2020 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2020 Bonds.

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

**SECTION 1.** The sale, issuance, and closing of the Series 2020 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2020 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2020 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2020 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**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.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of January, 2021.

ATTEST:

**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

## **Tab 5**

## DISSEMINATION AGREEMENT

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November 13, 2020

District Manager  
Wiregrass II Community Development District  
5844 Old Pasco Lane  
Suite 100  
Wesley Chapel, FL 33544

Dear Sir or Madam:

Rizzetta & Company ("Rizzetta" or the "Dissemination Agent") hereby enters into this Dissemination Agreement with the Wiregrass II Community Development District (the "District") to act as the District's Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreement dated November 13, 2020 for the Capital Improvement Revenue Bonds, Series 2020 (Assessment Area One) (the "Continuing Disclosure Agreement"). The purpose of this Agreement is to facilitate the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta's service under this agreement is \$5,000 for the Series 2020 Bonds [and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements].
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those



of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta's negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District's acceptance hereof.

Very truly yours,  
Rizzetta & Company, Inc.

\_\_\_\_\_  
By: William J. Rizzetta  
President

Approved and Accepted:

Wiregrass II  
Community Development District

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **COMPLIANCE WITH PUBLIC RECORDS LAWS:**

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement 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; 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; and 4) 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.**

## **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.**

## **Tab 6**

## **RESOLUTION 2021-04**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE DISTRICT'S WIREGRASS RANCH BOULEVARD PHASE 3B PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Wiregrass II Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the "Act"); and

**WHEREAS**, the Act authorizes the District to construct, operate, and maintain systems and facilities for certain basic public infrastructure, including roadway, water and sewer utilities, stormwater management and drainage facilities, amenity improvements, landscaping, irrigation and associated neighborhood infrastructure; and

**WHEREAS**, it is in the District's best interests to competitively solicit proposals through a Request for Proposals ("RFP") process for its Wiregrass Ranch Boulevard Phase 3B Project (the "Project"); and

**WHEREAS**, the Board desires to approve in substantial form the RFP notice and Evaluation Criteria for the Project attached hereto as **Exhibit A**; and

**WHEREAS**, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District; and

**WHEREAS**, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

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

**SECTION 1.** All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

**SECTION 3.** The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare the RFP; and 2) approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

**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.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of January, 2021.

ATTEST:

**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**Exhibit A:** RFP Notice and Evaluation Criteria

## **Exhibit A**

### **RFP Notice and Evaluation Criteria**

#### **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSAL FOR WIREGRASS RANCH BOULEVARD PHASE 3B PROJECT**

Notice is hereby given that the Wiregrass II Community Development District (the "District") will receive proposals for the following District project:

#### **Wiregrass Ranch Boulevard Phase 3B Project**

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to construct and install certain master infrastructure improvements serving Wiregrass Ranch Boulevard Phase 3B, including associated water and wastewater systems, stormwater/drainage improvements, roadways, undergrounding/streetlighting, and landscaping, hardscaping and irrigation improvements, and any other associated scopes necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained on CD beginning \_\_\_\_\_, 2021 at \_\_\_\_\_ .m. and for a fee of \$\_\_\_\_\_.00, at the offices of Locust Branch, LLC, made payable to Locust Branch, LLC.

There will be a **mandatory pre-bid proposal conference** at the offices of \_\_\_\_\_ located at \_\_\_\_\_ on \_\_\_\_\_, 2021 at \_\_\_\_\_ .m. Failure to attend may preclude a proposer from responding to this Request for Proposals.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000.00. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. 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 attorneys' fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Firms desiring to provide construction services for the referenced project must submit two (2) originals and one (1) electronic copy of the required proposal no later than \_\_\_\_\_ .m. on \_\_\_\_\_, 2021 at the offices of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. (813) 994-1001. The District will conduct a special public meeting at the offices of

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, or virtually as allowed by Florida law, at such time to publicly open the proposals. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190 of the Florida Statutes. A copy of the agenda for the meeting may be obtained from the District Manager, at Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting Rizzetta & Company, Inc., the District Manager, at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

As further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with section 255.05, Florida Statutes.

All questions regarding the Project Manual or this project shall be directed in writing only to the District's Engineer \_\_\_\_\_ at \_\_\_\_\_, with a copy to the Project Manager, Scott Sheridan, at [scott@thewiregrassranch.com](mailto:scott@thewiregrassranch.com), and to District Counsel, Lindsay Whelan, at [lwhelan@hgslaw.com](mailto:lwhelan@hgslaw.com) by \_\_\_\_\_, **2021 at 5:00 P.M.** No phone inquiries please.

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**  
**Request for Proposals – Wiregrass Ranch Boulevard Phase 3B**  
**Evaluation Criteria**

1. *Personnel.* (10 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the respondent with Wiregrass II CDD; past record and experience in similar projects and with other CDD's and units of government; volume of work previously performed by the firm; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Points available for schedule will be allocated as follows:

15 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e. the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's timeline and the most expedited construction schedule.

10 Points will be allocated based on the Proposer's ability to credibly complete the project within the Proposer's schedule without a premium cost for accelerated work and demonstrate on-time performance. These points will also take into account the demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates and the delivery approach outlined in the Project Manual.



## **Tab 7**

## **PROJECT MANAGEMENT AGREEMENT**

### **Wiregrass Ranch Boulevard Phase 3B**

This **Project Management Agreement** (the “**Agreement**”), is entered into as of January 28, 2021 by and between the **Wiregrass II Community Development District**, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”) and **Locust Branch, LLC**, a limited liability company whose address is 3717 Turman Loop, Suite 102 Wesley Chapel, FL 33544 (the “**Project Manager**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes* was established on January 22, 2019 by Pasco County, Florida Ordinance # 19-03; and

**WHEREAS**, the District has determined that it is in the best interests of the present and future landowners within the District to construct Wiregrass Ranch Boulevard Phase 3B (the “**Project**”); and

**WHEREAS**, the District does not have in its employ personnel to supervise construction of the Project and perform on-site construction management services, contract management review services and certain technical and engineering support services, and the District further lacks the physical support facilities needed to properly supervise the construction of the Project; and

**WHEREAS**, the Project Manager has 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; and

**WHEREAS**, the District has determined that it is in the District’s best interest to enter into this Agreement with the Project Manager to provide the services described herein. Further, the services to be provided for herein are not required by law to be competitively bid, nor does the type and combination of services to be provided lend themselves to a bidding process; and

**WHEREAS**, the Project Manager has agreed to perform the services provided for in this Agreement upon the terms and conditions set forth herein; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth the rights, duties, and obligations of each relative to the development of the Project.

**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. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**Section 2. Engagement of The Project Manager.** The District hereby engages the Project Manager to perform the services set forth herein with respect to various construction and related contracts (collectively the “**Construction Contracts**”) entered into or to be entered into between the District and certain construction and other firms (collectively, the “**Contractors**”). The Construction Contracts include all contracts required to construct the Project.

**Section 3. Services to be Performed by The Project Manager.** The Project Manager shall supervise and coordinate the construction of the Project. In connection with the performance of such duties, the Project Manager is hereby authorized, and the Project Manager agrees to perform the following:

**A. 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 Project Manager shall deliver cost reports to the District and attend each monthly meeting of the District, or at such other times as the District shall request, and such other information as may reasonably be requested by the District.

**B. General Contractors.** Negotiate with 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. The Project Manager shall recommend for selection by the District all other contractors and suppliers which the Project Manager reasonably believes may be necessary or helpful to complete the Project.

**C. Project Engineer.** The Project Manager shall work with the District Engineer and project engineer, if applicable, to 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.

**D. Construction Contracts.** Provide general administration of the Construction Contracts and coordinate the work of the Contractors with each other and with the activities and responsibilities of the Project Manager and the project engineers and other consultants to complete the Project. Specifically, during the construction period, the Project Manager shall:

**i.** Cause construction and progress meetings to be held weekly or at such other more frequent intervals as may be necessary to discuss such matters as procedures,

progress, problems and scheduling, and cause prompt distribution of minutes for those meetings to all parties, including the District.

**ii.** Use all reasonable efforts to obtain satisfactory performance from all parties performing services or providing materials and supplies to the Project. The Project Manager shall, from time to time, oversee construction, monitor the progress of the work on the Project, and observe the Project. The Project 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. The Project Manager shall furnish progress reports to the District monthly or at such other more frequent intervals as the District may reasonably request.

**iii.** 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.

**iv.** Assist the project engineer in selecting, retaining, and reviewing the professional services of surveyors, consultants and testing laboratories, if required, and coordinate their services and monitor their reports.

**v.** 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.

**vi.** Collaborate with the project engineer in processing and approving shop drawings, samples, project data and other submittals.

**vii.** When the Project Manager considers a Contractor's work or a designated portion thereof to be substantially complete, the Project Manager shall prepare or cause to be prepared a list of incomplete or unsatisfactory items and a schedule for their completion. The Project Manager shall assist the project engineer in conducting inspections. After the project engineer certifies the date of substantial completion of the work, the Project Manager shall work with the project engineer and Contractor to coordinate the final correction and completion of the work.

**viii.** 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.

**ix.** 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.

E. **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.

F. **Limitations on The Project Manager's Duties.** The Project Manager shall not be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the development and construction of the Project. The Project Manager shall not be responsible for the failure by any person or entity retained by the District or the Project Manager to carry out the work for which such person or entity was retained or the acts or omissions of any such person or entity. The Project Manager shall not be responsible for or have control of accounting or cash disbursements for the District.

#### **Section 4. Compensation.**

A. **Management Fee.** In consideration of the performance by the Project Manager of the services to be provided pursuant to this Agreement, the District shall pay the Project Manager a base monthly management fee (the "**Management Fee**"). The Management Fee is \$4,000.00 per month. The Management Fee to be paid hereunder is based on certain assumptions by the Project Manager and the District as to the extent of ongoing construction activities and the amount of work required supervising and monitoring such construction. If the District terminates this Agreement because of a default by the Project Manager hereunder, the Management Fee shall be paid through the effective date of such termination.

B. **Reimbursable Expenses.** In addition to the Management Fee, the Project Manager shall be entitled to be reimbursed for its reasonable out of pocket costs. All such reasonable out of pocket costs shall be supported by adequate vouchers and receipts, and shall be reimbursable only to the extent permitted by applicable law.

**Section 5. Term.** The term of this Agreement shall be for an eighteen (18) month period at the start of the bid process. Either party may terminate this Agreement without cause with sixty (60) days written notice. Notwithstanding the foregoing, if the Project Manager fails to perform its duties hereunder or materially breaches the terms and conditions of this Agreement, the District may, at its option, terminate this Agreement by providing written notice thereof to the Project Manager at least thirty (30) days prior to the effective date of such termination.

#### **Section 6. Miscellaneous.**

A. **Management.** The Project 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. The District shall have the authority to request status reports or request the Project Manager at District meetings to provide status reports and updates to the District. It is acknowledged and agreed that the Project Manager is an independent contractor with respect to the duties to be performed by it under this Agreement.

- B. Indemnification.** Project Manager shall indemnify, defend and hold the District harmless against all claims, demands, legal actions, expenses and liabilities (including payment of attorneys' fees and costs) incurred by District in connection with the performance of Project Manager's duties hereunder. The Project Manager agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, *Florida Statutes*, or other law
- C. Applicable Law.** This Agreement, and the rights and interests and obligations of the District and the Project Manager hereunder shall be governed by and construed in accordance with the laws of the State of Florida.
- D. No Modification.** No modification to this Agreement shall be valid unless in writing and signed by the parties.
- E. Notices.** Any notice required 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.

**To the District:**

Wiregrass II Community  
Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

**With a Copy To:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32308  
Attn: District Counsel

**To the Project Manager:**

Locust Branch, LLC  
3717 Turman Loop, Ste. 102  
Wesley Chapel, Florida 33544  
Attn: Scott Sheridan

**With a Copy To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**F. Public Records.** The Project Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. In particular, the Project Manager agrees to comply with all applicable public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the provisions of which are expressly incorporated by reference herein.

**G. E-Verify Requirements.**

- i. 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*.
- ii. 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.
- iii. 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.
- iv. 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.

**H. Entire Agreement.** This Agreement is the entire agreement of the parties with respect to the subject matter contained herein.

**IN WITNESS WHEREOF**, the District and the Project Manager have caused this Agreement to be duly executed effective as of the day and year first above written.

**Attest:**

**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**LOCUST BRANCH, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness

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



## Tab 8

## REQUEST FOR QUALIFICATIONS (“RFQ”) FOR DISTRICT ENGINEERING SERVICES FOR THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

### *RFQ for District Engineering Services*

The Wiregrass II Community Development District (“**District**”), located entirely within Pasco County, Florida, announces that district engineering (“District Engineer”) services will be required on a continuing basis for the District in accordance with Section 287.055, Florida Statutes. The firm selected will act in the general capacity of the District Engineer and will provide the District such 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 providing professional services for any community development districts and past experience with Pasco County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District, if any. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District Engineer services.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiation Act, Chapter 287, *Florida Statutes* (“CCNA”). All Applicants must submit eight (8) copies and one (1) electronic copy on a flash drive of Standard Form No. 330 and Qualification Statement by [REDACTED] .m. on [REDACTED] and to the attention of Lynn Hayes, c/o Rizzetta and Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District Manager’s Office**”).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, 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. 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’s Office, must be filed in writing with the District Manager’s Office, 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. 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's Office.

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Lynn Hayes at [lhayes@rizzetta.com](mailto:lhayes@rizzetta.com) with an e-mail copy to Lindsay Whelan at [lwhelan@hgslaw.com](mailto:lwhelan@hgslaw.com).

District Manager

**[PUBLISH ON \_\_\_\_\_ (MUST BE PUBLISHED AT LEAST 14 DAYS PRIOR TO SUBMITTAL DEADLINE)]**

**WIREGRASS II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS**  
**COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel** (Weight: 25 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 Community Development 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: 15 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.

**7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

## **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:	

