



Rizzetta & Company

# Heritage Landing Community Development District

---

**Board of Supervisors' Meeting  
March 11, 2021**

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

[www.heritagelandingcdd.org](http://www.heritagelandingcdd.org)

## **HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Michael Taylor Alan Fernandez Robert Och Achara Tarfa Kevin Austin	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Melissa Dobbins	Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Hopping Green & Sams, PA
<b>District Engineer</b>	Scott Lockwood	England-Thims & Miller, Inc.

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 2806 N. FIFTH STREET • UNIT 403 • ST AUGUSTINE, FL 32084 • 904-436-6270

[www.heritagelandingcdd.org](http://www.heritagelandingcdd.org)

March 4, 2021

**Board of Supervisors  
Heritage Landing Community  
Development District**

Dear Board Members:

**AGENDA**

The regular **meeting** of the Board of Supervisors of the Heritage Landing Community Development District will be held on **Thursday, March 11, 2021 at 10:00 a.m.** at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Board of Supervisors’ Regular Meeting Minutes held on February 11, 2021.....Tab 1
  - B. Ratification of the Operation and Maintenance Expenditures for January 2021.....Tab 2
- 4. STAFF REPORTS**
  - A. District Counsel
    - 1.) Update on E-Verify.....Tab 3
  - B. District Engineer
  - C. Security Update
    - 1.) Giddens Security Report, March 11, 2021.....Tab 4
    - 2.) SJCSO Patrol Report, February 2021.....Tab 5
  - D. Landscape and Maintenance
    - 1.) BrightView Landscape Report, March 2, 2021.....Tab 6
    - 2.) Consideration of BrightView Proposal for Sod at Main Entrance and Headwaters Lane.....Tab 7
    - 3.) Consideration of Proposals for Pine Straw along Silver Glen.....Tab 8
  - E. Amenity Center and Field Maintenance
    - 1.) Amenity Manager Report, March 2021.....Tab 9
    - 2.) Field Maintenance Report, March 1, 2021.....Tab 10
    - 3.) *Charles Aquatics Pond Report, February 2021 (Under Separate Cover)*
  - F. District Manager
- 5. BUSINESS ITEMS**
  - A. Consideration of Wayne Auto Inspections Proposal.....Tab 11
  - B. Consideration of Proposal for UV Lighting.....Tab 12
  - C. Discussion Regarding Policy Enforcement
- 6. AUDIENCE COMMENTS AND 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 contact me at (904) 436-6270.

Very truly yours,  
*Melissa Dobbins*

Melissa Dobbins  
Heritage Landing Community Development District

**CALL TO ORDER / ROLL CALL**

**AUDIENCE COMMENTS  
ON AGENDA ITEMS**

# **BUSINESS ADMINISTRATION**

# **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.*

**HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Heritage Landing Community Development District was held on Thursday, February 11, 2021 at 6:00 p.m. at the Heritage Landing Amenity Center, located at 370 Heritage Landing Parkway, St. Augustine, Florida 32092. The following is the agenda for this meeting.

Present and constituting a quorum:

Michael Taylor	<b>Board Supervisor, Chairman</b>
Alan Fernandez	<b>Board Supervisor, Vice Chairman</b>
Robert Och	<b>Board Supervisor, Assistant Secretary</b>
Achara Tarfa	<b>Board Supervisor, Assistant Secretary</b>
Kevin Austin	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b> (via speakerphone)
Scott Lockwood	<b>District Engineer, England-Thims &amp; Miller</b> (via speakerphone)
Jay King	<b>VP District Services Division, Vesta Property Services</b>
Scott Smith	<b>Director of Operations, Vesta Property Services</b>
Ross Ruben	<b>Director of Lifestyle District Services Division, Vesta Property Services</b>
Jacqueline Naumann	<b>Facility Manager, Vesta Property Services</b>
Lourens Erasmus	<b>Field Operations Manager, Vesta Property Services</b>
Billy Buerki	<b>Representative, BrightView Landscaping</b>
Nathan Scott	<b>Representative, Giddens Security</b>

Public in person and via Teleconference

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Taylor called the meeting to order at 6:00 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No public comments.



**THIRD ORDER OF BUSINESS****Consideration of the Board of Supervisors'  
Regular Meeting Minutes held on January 14,  
2021**

On a motion by Mr. Fernandez, seconded by Mr. Austin, with all in favor, the Board approved the Board of Supervisors' Regular Minutes of Meeting held on January 14, 2021 for Heritage Landing Community Development District.

**FOURTH ORDER OF BUSINESS****Ratification of the Operation and  
Maintenance Expenditures for December  
2020**

On a motion by Mr. Fernandez, seconded by Mr. Och, with all in favor, the Board approved the Operation and Maintenance Expenditures for December 2020 in the amount of \$86,024.08 for Heritage Landing Community Development District.

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

No report.

**B. District Engineer**

No report.

**C. Security Update**

1.) Giddens Security Report, February 11, 2021

2.) SJCSO Patrol Report, December 2020 and January 2021

Mr. Scott discussed his report and the current St Johns County Sheriff's Office incidents with the Board.

**D. Landscape and Maintenance**

1.) BrightView Landscape Report, February 1, 2021

2.) Consideration of BrightView Proposal for Sod at Entrance

3.) Consideration of BrightView Proposal for Root Removal at Playground

4.) Consideration of BrightView Proposal for Oak Tree at Basketball Court

5.) Consideration of BrightView Proposal for Landscape Enhancements at Swallowtail

Mr. Buerki reviewed proposals. Discussions ensued.

On a motion by Mr. Fernandez, seconded by Mr. Austin, by majority vote, with Mr. Taylor opposed, the Board approved the BrightView proposal for Sod at the Entrance in the amount of \$610.00 for Heritage Landing Community Development District.

On a motion by Mr. Fernandez, seconded by Ms. Tarfa, with all in favor, the Board approved the BrightView Playground Root Removal proposal in the amount of \$4,200.00 for Heritage Landing Community Development District.

Mr. Buerki noted that the root removal work could be scheduled within two (2) weeks.

On a motion by Mr. Fernandez, seconded by Mr. Austin, with all in favor, the Board approved the BrightView Oak Tree Removal and Stump Grinding proposal, option 2, in the amount of \$2,240.00 and also the additional recommendations for Removal and Stump Grinding seven (7) Pine Trees along outer edge of Basketball Court in the amount of \$2,940.00 for Heritage Landing Community Development District.

88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125

The Board tabled proposals for Swallowtail Landscape Enhancements.

Mr. Fernandez requested for Staff to look into getting additional sand delivered to help fill holes in the athletic field when needed.

*The Board moved to agenda item 5A.*

**SIXTH ORDER OF BUSINESS**

**Consideration of Adkins Construction  
Update Proposal for Slide Tower Repairs**

Mr. Lockwood noted that Adkins' proposal was reviewed by the Structural Engineer and clarifications were made based on questions the Board had at the last meeting. Mr. Erasmus stated the contractor would be willing to hold his price if the Board wanted the work to be done after the summer season if a \$30,000.00 deposit was made, since he needs to order supplies and he would start the permit process with the County. The Board discussed options of scheduling the repairs as soon as possible which could possibly leave the residents with one pool for the first part of the summer, or waiting until the end of summer so that the residents could at least have both pools with the slide tower being closed due to safety precautions.

Discussions ensued.

On a motion by Mr. Fernandez, seconded by Mr. Taylor, with all in favor, the Board approved Adkins Construction proposal, in substantial form, subject to the final terms being incorporated into the agreement confirming the repairs would start October 2021 or November 2021, the deposit fee of \$30,000.00 to order supplies and apply for the county permit, and authorizing the Chairman to review and execute the agreement in final form for Heritage Landing Community Development District.

*The Board moved back to agenda item 4E2.*

**SEVENTH ORDER OF BUSINESS****Staff Reports****E. Amenity Center and Field Maintenance**

## 2.) Field Maintenance Report, February 1, 2021

*i.) Update on CBC Report (Under Separate Cover)*

Mr. Erasmus discussed his report and his CBC updates. He also noted he received a request regarding tennis courts to have a pickle ball net installed. After discussions, the Board approved to paint pickle ball lines on one more tennis court to make available an additional court for pickle ball players.

## 1.) Amenity Manager Report, February 11, 2021

## i.) Consideration of Proposal for Comcast vs Streaming

## ii.) Discussion Regarding Pool Opening Procedures

## 3.) Charles Aquatics Pond Report, January 28, 2021

Ms. Naumann discussed her Amenity Report with the Board. The Board tabled any further movement on sound proofing the Heritage Landing Amenity Room.

The Board discussed survey results regarding the new logo options. It was noted that the logo that was mentioned and "liked" the most throughout the survey results was logo number six (6).

On a motion by Mr. Taylor, seconded by Mr. Och, by majority vote, with Mr. Fernandez and Mr. Austin opposed, the Board approved to move forward with logo option six (6) for Heritage Landing Community Development District.

Ms. Tarfa further requested that the logo artist give the woman more inclusiveness as to reflect all women that live in the community. She also suggested a possible curly ponytail might be an option. Ms. Naumann stated she would review that request with the artist.

Ms. Naumann further discussed options regarding continuing with cable service with Comcast or eliminating that service within their contract. The Board directed Staff to remove cable from the renewal contract with Comcast.

The Board also reviewed how many lifeguards vs pool monitors would be needed for the upcoming season due to current slide tower repairs and/or still having limited capacity due to the pandemic. Discussions ensued.

On a motion by Mr. Fernandez, seconded by Mr. Taylor, with all in favor, the Board approved having two (2) pool monitors this summer, which could save the District approximately \$30,000.00 for Heritage Landing Community Development District.

The Board further agreed that the Amenity Manager would handle the pool monitor schedules. The Board also noted that there should not be any issues with the Hammerheads using the facilities as they did last year. Their current agreement does allow them to continue to move forward with their season as planned.

**F. District Manager**

No report.

**EIGHTH ORDER OF BUSINESS****Discussion Regarding Face Coverings at Amenity Center**

The Board discussed continuing the requirement of anyone using the gym must wear a face mask. After discussion, the Board approved a mask policy for the gym, which would require anyone using the gym from 9:00 a.m. to 7:00 p.m., every day of the week, to wear a mask.

**NINTH ORDER OF BUSINESS****Discussion Regarding Amenity Programs**

Mr. Ruben reviewed Vesta's programming of the YMCA Summer Camp coming back to Heritage Landing. At this time its being looked into being held June 14, 2021 through August 6, 2021, Monday through Friday from 6:30 a.m. to 6:30 pm. The YMCA is not sure if they want swimming as part of their program. The YMCA Staff will be responsible for cleaning and sanitizing. The Board also requested to see if they could bring their own tables since the District's tables did get heavily marked up. After discussions, the Board approved for the YMCA to move forward with their marketing of the program.

Mr. Ruben also provided an update on the Basketball League stating that fifty-seven (57) had registered so far. It will be an eight (8) week program starting March 25, 2021. He noted they would use one court, practices would be at the team's home court, which would be scheduled with the Amenity Manager. However, they are still trying to get more interest and people to register to confirm gaming schedules. Mr. Ruben requested a free clinic for only Heritage Landing residents, on February 20, 2021 or February 27, 2021, which would last about two (2) hours. The Board approved Vesta to move forward with the clinic.

**TENTH ORDER BUSINESS****Audience Comments and Supervisors Request**

Mr. Och recommended looking into better lighting at the end of Silver Glen.

Mr. Taylor requested that the discussion of policy enforcement be on the next agenda.

Mr. Austin still would like a solution to cars cutting through the end of Silver Glen.

Mr. Fernandez requested the Board not take each other's comments personal.

Ms. Tarfa noted she commends the work that Mr. Erasmus and Mr. Hackleman do for the community.

Mr. Taylor also recognized the work Vesta has done and appreciates the tough decisions the Board has had to make recently.

An audience member had a question regarding if a resident must be 18 years of age to bring a guest to the amenities. It was clarified that the policies do state a Patron must be 18 years of age or older to bring a guest.

The Hammerheads representative wanted to thank the Board.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

220  
221

On a motion by Mr. Taylor, seconded by Ms. Tarfa, with all in favor, the Board adjourned the meeting at 9:57 p.m. for Heritage Landing Community Development District.

222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266

DRAFT

267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

DRAFT

## **Tab 2**

# HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

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

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

The total items being presented: **\$84,850.80**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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



# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alan Fernandez	007872	AF011421	Board of Supervisors Meeting 01/14/21	\$ 200.00
BrightView Landscape Services, Inc.	007856	7144496	Install Bahia Sod 12/20	\$ 1,727.38
BrightView Landscape Services, Inc.	007863	7150423	Irrigation Repair 12/20	\$ 494.00
BrightView Landscape Services, Inc.	007863	7150424	Irrigation Repair 12/20	\$ 513.50
BrightView Landscape Services, Inc.	007863	7150775	Landscape Enhancements 12/20	\$ 7,861.02
BrightView Landscape Services, Inc.	007882	7156474	Landscape Maintenance 01/21	\$ 16,249.00
Charles Aquatics, Inc.	007874	40560	Monthly Aquatic Mgmt Svcs - 13 Ponds 01/21	\$ 975.00
Cintas Fire Protection	007857	oF61148392	Fire Sprinkler Repairs 11/30	\$ 1,851.28
Commercial Fitness Products, Inc.	007864	A002225	Preventative Maintenance Repair 02/20	\$ 80.00
Commercial Fitness Products, Inc.	007864	A010155	Preventative Maintenance 10/20	\$ 225.00
Commercial Fitness Products, Inc.	007883	A012014	Repair Elliptical 12/20	\$ 110.00
England Thims & Miller, Inc.	007875	0196406	Professional Services Through 12/31/20	\$ 402.56
Florida Department of Revenue	007865	658015563124-2 Sales and Use Tax	Sales and Use Tax 11/20	\$ 1,506.89

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	007865	658015563124-2	Sales and Use Tax 12/20	\$ 140.31
Florida Power & Light Company	007866	Sales and Use Tax 87098-35048 12/20	County Rd 13 N 12/20	\$ 3,768.94
Giddens Security Corporation	007867	23461503	Security Guard Contract 12/20	\$ 4,410.00
Hopping Green & Sams	007876	119556	General/Monthly Legal Services 11/20	\$ 2,300.00
Kevin Austin	007873	KA011421	Board of Supervisors Meeting 01/14/21	\$ 200.00
Leslie Achara McNair-Tarfa	007871	AT011421	Board of Supervisors Meeting 01/14/21	\$ 200.00
McVeigh & Mangum Engineering, Inc.	007877	20110804-AS	Engineering Services-Slide Tower 01/21	\$ 1,455.00
Michael C. Taylor	007880	MT011421	Board of Supervisors Meeting 01/14/21	\$ 200.00
NEWAGETUTORS LLC dba. VGlobaltech	007881	2271	Website ADA Compliance 01/21	\$ 250.00
Poolsure	007868	131295597177	Monthly Pool Maint & Chemicals 01/21	\$ 1,904.96
Rizzetta & Company, Inc.	007859	INV0000055482	District Management Fees 01/21	\$ 5,800.00
Rizzetta & Company, Inc.	007879	INV0000055609	Dissemination Services FY 20/21	\$ 1,000.00
Rizzetta Technology Services, LLC	007860	INV000006717	Website Hosting Services 01/21	\$ 100.00

# Heritage Landing Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Robert Och	007878	RO011421	Board of Supervisors Meeting 01/14/21	\$ 200.00
St. Johns County Tax Collector	007861	Postage 2020	Property Tax Postage 2020	\$ 202.82
St. Johns County Utility Department	007869	503699-115198 12/20	370 Heritage Landing Blvd/Amenity Center 12/20	\$ 539.78
St. Johns County Utility Department	007869	533275-126033 12/20	570 Steamboat Landing Dr 12/20	\$ 13.11
Turner Pest Control, LLC	007862	7129893	Pest Control Service 12/20	\$ 105.00
Vesta Property Services, Inc.	007870	378061	Camp Heritage Fees 1st Half 01/21	\$ 13,734.90
Vesta Property Services, Inc.	007885	378098	Camp Heritage Fees 2nd Half 01/21	\$ 13,734.90
Vesta Property Services, Inc.	007885	378549	Misc Reimbursements 12/20	\$ 2,085.97
W.B. Mason Co., Inc.	007886	216161951	Office Supplies 12/20	\$ 30.78
W.B. Mason Co., Inc.	007886	216204415	Janitor Supplies 12/20	\$ 26.86
W.B. Mason Co., Inc.	007886	216951856	Janitor Supplies 01/21	<u>\$ 251.84</u>
Report Total				<u>\$ 84,850.80</u>

# **STAFF REPORTS**

# District Counsel

## **Tab 3**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

**TO:** District Managers

**FROM:** Hopping Green & Sams

**DATE:** December 2020

**RE:** Section 448.095, *Florida Statutes* / E-Verify Requirements

---

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

### E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.



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:	

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

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

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

# District Engineer

# **SECURITY UPDATE**

## **Tab 4**





528 S. Edgewood Avenue  
Jacksonville, FL 32205  
904.384.8071 or 1.888.844.4345  
Fax: 904.389.9931  
info@giddenssecurity.com

*Professional Armed and Unarmed Security Officers since 1982.*

---

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

---

### Monthly Security Report

*Submitted to: Heritage Landing CDD*

Thursday, March 11, 2021

10:00 am

1. Daily logs and incident reports are being completed by both security officers (Roy Deering and David Myers) and filed on-site in the Amenity Center as well as at Giddens Security main office. These include routine notes about daily encounters with residents and guest.
2. Security officers are making consistent foot patrols/rounds, hitting all check points in accordance with post orders, and making sure the areas are secure.
3. Several instances of kids being asked to show ID was reported by Roy Deering. The kids were asked to leave the property.
4. 2/07/2021 S/O Deering report that the west side fence by the dugout was bent down at the top. It did not happen while he was on duty. Mr Lewis Shaver observed some kids sitting on the fence. He the names of the kids caught sitting on the bent over fence.
5. 2/13/2021 S/O Deering saw a coral snake at the bus stop but was unable to kill it because it slithered out of sight between beams at bus stop. He informed kids in the area to be alert about the snake and to stay away from them.
6. 2/15/2021, There was an apparent lightning strike the disabled the passkey gate. This also affected the alarm. The office staff was notified of the issues.
7. 2/19/2021, S/O Deering noticed a lot of kids out and about 7:45 pm. He kept patrol and made sure he was visible to the kids to discourage any possible issue.
8. 2/24/2021, While on patrol S/O Deering found a phone. He took it to the office in case someone came to report it missing.
9. Two girls were caught jumping off the bridge on 2/19/2021. S/O Roy said a girl was pushed off the bridge by one girl and another jumped into the water from the bridge. Names were collected by Roy Deering and included on the Daily Log for 2/25/2021.
10. 2/24/2021 During patrol, S/O Deering noticed a lot of trash on the ground around the basketball courts where some young boys were playing. He asked them to please pick up their trash and they complied.
11. 2/26/2021, S/O Deering noticed trash out by the basketball courts where some young guys were playing ball. He asked them to pick up the trash and they complied.



528 S. Edgewood Avenue  
Jacksonville, FL 32205  
904.384.8071 or 1.888.844.4345  
Fax: 904.389.9931  
info@giddenssecurity.com

*Professional Armed and Unarmed Security Officers since 1982.*

---

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

---

12. 2/27/2021 S/O Deering report a young male was approached due to his use of vulgar language at the basketball courts. S/O Deering asked him for ID, but he would not produce any ID to confirm his address. He was asked to leave the area by S/O Deering and he complied with the request.

Respectfully submitted,

Nathan Scott  
Director of Operations

## **Tab 5**

St. Johns County Sheriff's  
February 2021  
Report

1/31/21-- A few people out at the amenity center, but no issues seen or located. Checked the dead end of Silver Glen Ave and nothing suspicious, but the neighbors advised they were happy to see the uptick in patrols at the end of Silver Glen.

2/9/21 Patrolled in marked patrol car. 3 traffic stops for speeding. Located suspicious vehicle at dead end occupied w/ 7 juveniles. Found approximately 30 grams of marijuana, drug paraphernalia and alcohol. 3 of the juveniles received civil citations, 2 juveniles received criminal charges.

2/18/21 Patrolled in marked patrol car. Monitored dead end of Silver Glen Ave. No traffic. Radar in phases 1, 2 and Heritage Landing Parkway. 3 Speeding violations. More juveniles than usual at basketball courts. No issues. Patrolled neighborhood. Nothing suspicious noted.

2/19/21-- Several people out at the amenity center due to food trucks. Check the dead end of Silver Glen multiple times and no suspicious vehicles or person located during my tour. One traffic stop was made due to speeding on the main parkway.

2/21/21--Patrolled phase 3 & 4 during my tour. Assisted patrol with a call of service in the neighborhood. Checked the dead end of Silver Glen Ave few times and no issues seen. Several people out on the courts and fields, but no issues seen. 1 Stop sign violation, 1 speed violation. Assisted resident in civil dispute with roommates. Walked path behind fields. Located 2 juveniles vaping in woods.

2/23/21 - Routine patrolled phase 1 and 2. Spoke to a homeowner on Indian River Rd who advised she has seen kids sitting in cull-de-sac late at night. I advised her I would add a watch list for her street.

2/26/21—Patrolled phase 1 & 2 during my tour. Nothing out of the ordinary and no issues seen or reported. Talked with Security Officer Roy and no major concerns. Food trucks and courts had several people out. Checked the dead end of Silver Glen Ave and nothing suspicious.

2/28/21 - Sat at basketball courts due to kids being rude to an elder couple walking on sidewalk. They saw me and complained. I spoke with juveniles and contacted parents to advise them of issues.

# **Landscape and Maintenance**

## **Tab 6**

# Quality Site Assessment

## General Information

**Property Name:** Heritage Landing @ WGV

**Date:** Tuesday, March 02, 2021

**Next Inspection Date:** Tuesday, March 30, 2021

**Client Attendees:**

**Brightview Attendees:** William Buerki

## CUSTOMER FOCUS AREA:

Amenities, Heritage Landing pkwy, Common elements

## MAINTENANCE ITEMS:

- 1) Annuals are performing well throughout the site. The flowers at Legacy were beginning to show signs of fungus and were treated with fungicide and fertilizer along with all other annuals as a preventative measure to promote healthy growth.
- 2) St Augustine turf areas are being mowed biweekly. Maintenance crew will begin cutting biweekly as the turf growth accelerates.
- 3) Maintenance crew has begun working on some of the shrub reductions that we had previously discussed. We will continue our efforts in reduction to the remaining shrubs near and around the roundabout area.
- 4) The approved oak tree/pine tree removals was completed around the basketball court. The completion of this project will greatly reduce the chances of structural damage to the basketball court.
- 5) The turf is beginning to come out of dormancy. There are some inconsistencies in the color in some areas due to the brown patch that was neutralized at the end of last years growing season. Color will return to these areas as the turf growth accelerates. Some areas also show signs of frost damage. We will monitor their improvement over the coming weeks
- 6) There were several areas where turf damage occurred over the past month from vehicles traveling in turf areas. Proposals have been developed to repair these areas.
- 7) Sidewalk was damaged on backside of the basketball court during tree removal. Repair is being scheduled at no cost to the community.
- 8) Approved playground project was completed. The team did a very thorough job tracing roots throughout the entire playground. The issue of tree roots being a trip hazard should be resolved for many years to come. The soils were disturbed much more than anticipated and playground mulch will have to be backfilled to get the playground back to requirements.

## RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Developed a proposal to add fresh pine straw to the common ground on Silver Glen.
- 2) Developed proposal to repair damage from vehicles at the front entrance and Headwaters Lane.
- 3) Developed proposal to install playground mulch in the play area to get it back to required specifications.

# Quality Site Assessment

## NOTES TO OWNER/CLIENT:

- 1) Mulch install is running behind schedule but is scheduled to be completed during the month of March. Maintenance crew is performing prep work along sidewalks to prevent overspill when the new mulch is installed.



# Quality Site Assessment

## Maintenance Items

Annuals are performing well throughout the site. The flowers at Legacy were beginning to show signs of fungus and were treated with fungicide and fertilizer along with all other annuals as a preventative measure to promote healthy growth.



[ 1 / 8 ]

## Maintenance Items

St Augustine turf areas are being mowed biweekly. Maintenance crew will begin cutting biweekly as the turf growth accelerates.



[ 2 / 8 ]

# Quality Site Assessment

## Maintenance Items

Maintenance crew has begun working on some of the shrub reductions that we had previously discussed. We will continue our efforts in reduction to the remaining shrubs near and around the roundabout area.



[ 3 / 8 ]

## Maintenance Items

The approved oak tree/pine tree removals was completed around the basketball court. The completion of this project will greatly reduce the chances of structural damage to the basketball court.



[ 4 / 8 ]

# Quality Site Assessment

## Maintenance Items

The turf is beginning to come out of dormancy. There are some inconsistencies in the color in some areas due to the brown patch that was neutralized at the end of last years growing season. Color will return to these areas as the turf growth accelerates. Some areas also show signs of frost damage. We will monitor their improvement over the coming weeks



[ 5 / 8 ]

## Maintenance Items

There were several areas where turf damage occurred over the past month from vehicles traveling in turf areas. Proposals have been developed to repair these areas.



[ 6 / 8 ]

# Quality Site Assessment

## Maintenance Items

Sidewalk was damaged on backside of the basketball court during tree removal. Repair is being scheduled at no cost to the community.



[ 7 / 8 ]

## Maintenance Items

Approved playground project was completed. The team did a very thorough job tracing roots throughout the entire playground. The issue of tree roots being a trip hazard should be resolved for many years to come. The soils were disturbed much more than anticipated and playground mulch will have to be backfilled to get the playground back to requirements.



[ 8 / 8 ]

## **Tab 7**

## Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	232 Silver Glen Ave Saint Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company 8529 S Park Cir Ste 330 Orlando, FL 32819

Project Name      3-2-21 Turf Repair Vehicle damage

Project Description      Repair damage at Main entrance island and South of main entrance. Also  
Headwaters lane damage

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Mobilization of crew and delivery of materials.	\$195.20	\$195.20
1.50	CUBIC YARD	Fill Dirt Installed to fill in large ruts	\$52.60	\$78.90
500.00	SQUARE FEET	St Augustine Sod Installed on right side of entry (area that was discussed in last months meeting.)	\$1.22	\$610.00

For internal use only

**SO#**                      7452913  
**JOB#**                    346102023  
**Service Line**        130

**Total Price**                      \$884.10

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

# TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

DM

Signature Title

Melissa Dobbins March 02, 2021

Printed Name Date

### BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature Title

William Buerki March 02, 2021

Printed Name Date

Job #: 346102023 Proposed Price: \$884.10  
SO # 7452913

## **Tab 8**



# HERITAGE LANDING CDD

## PROPOSAL WORKSHEET

JOB	QTY	VENDOR	QUOTE	NOTES	ACTION
Pine Straw Mulch on SilverGlen	1	BrightView Mulch &More	\$1,647 \$1,524	215 Pine Straw bales installed 215 Pine Straw Bales installed	

## Proposal for Extra Work at Heritage Landing @ WGV

Property Name	Heritage Landing @ WGV	Contact	Melissa Dobbins
Property Address	232 Silver Glen Ave Saint Augustine, FL 32092	To	Heritage Landing CDD
		Billing Address	c/o Rizzetta and Company 8529 S Park Cir Ste 330 Orlando, FL 32819

Project Name      2-25-21 Pinestraw  
Project Description    Install Pinestraw at common area on silver glen

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Mobilization of crew and delivery of materials	\$180.00	\$180.00
210.00	EACH	Bales of Pinestaw installed	\$6.98	\$1,466.64

For internal use only

**SO#**                    7448412  
**JOB#**                 346102023  
**Service Line**        160

**Total Price**                    \$1,646.64

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

# TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

DM

Signature \_\_\_\_\_ Title \_\_\_\_\_

Melissa Dobbins March 01, 2021

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

### BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature \_\_\_\_\_ Title \_\_\_\_\_

William Buerki March 01, 2021

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Job #: 346102023 Proposed Price: \$1,646.64  
 SO # 7448412

## RE: Heritage Landing

Bruce Martz <jaxmulch@gmail.com>

Tue 2/23/2021 9:48 AM

To: Lourens Erasmus <LErasmus@vestapropertyservices.com>

215 Bales delivered and installed is \$1523.50.

We can schedule it for next week, Monday the 1<sup>st</sup> of March.

Bruce Martz  
Jax Organics LLC  
Mulch & More  
10780 US Hwy 1 N.  
Ponte Vedra, FL 32081  
904-886-7080

---

**From:** Lourens Erasmus [mailto:LErasmus@vestapropertyservices.com]

**Sent:** Tuesday, February 23, 2021 8:53 AM

**To:** Bruce Martz <jaxmulch@gmail.com>

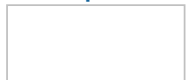
**Subject:** Fw: Heritage Landing

Bruce,

This is the area you did for us last year on Sliver Glen Ave. It is along the back of the neighborhood. It is located between 228 and 206 Siler Glen Ave, St Aug FL 32092

**Thank you,**

**Lourens Erasmus**  
Field Operations Manager



**Cell:** 904.536.6217

**Email:** [lerasmus@vestapropertyservices.com](mailto:lerasmus@vestapropertyservices.com)

**[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)**

**CONFIDENTIALITY NOTICE:** This email, and any attachment(s) to it, is intended only for the use of the individual/entity addressed herein and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Be advised that any dissemination, distribution, or copying of this information (including any attachments) is strictly prohibited (without prior consent). If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.

---

**From:** Lourens Erasmus <[LErasmus@vestapropertyservices.com](mailto:LErasmus@vestapropertyservices.com)>

**Sent:** Tuesday, June 16, 2020 2:26 PM

**To:** Bobby Kapuschansky <[bobbyk@firstcoastmulch.com](mailto:bobbyk@firstcoastmulch.com)>

**Cc:** Bruce Martz <[jaxmulch@gmail.com](mailto:jaxmulch@gmail.com)>

**Subject:** Re: Heritage Landing

Hi,

All is good please see the attached map, just give me enough time/heads-up and either me or one of my guys will be here to go show you the area.

**Thank you,**

**Lourens Erasmus**  
Field Operations Manager



Cell: 904.536.6217

Email: [lerasmus@vestapropertyservices.com](mailto:lerasmus@vestapropertyservices.com)

[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)

**CONFIDENTIALITY NOTICE:** This email, and any attachment(s) to it, is intended only for the use of the individual/entity addressed herein and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Be advised that any dissemination, distribution, or copying of this information (including any attachments) is strictly prohibited (without prior consent). If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.



Virus-free. [www.avg.com](http://www.avg.com)

# **Amenity Center and Field Maintenance**

## **Tab 9**



## Manager's Report March 2021

Jacqui Naumann, Amenity Manager

### **1. Amenity Center:**

The new cleaning schedule is working efficiently. We have been very diligent in following the cleaning protocols and have made sure all staff has been trained appropriately to do so.

### **2. Heritage Landing Logo:**

I am still waiting for a draft from the artist with the requested changes. He asked for a bit more time since he works full time as well as being a student. I hope to have something in time for the meeting.

### **3. Comcast:**

We have entered into a contract with Comcast. I was able to decrease the contract amount from the initial price of \$529.90 to \$388.40, which is an additional savings of \$141.50 per month (\$1,698 per year). In addition, I was also able to get a credit for \$150.00 because they did not respond to me in an adequate amount of time. You will see those amounts reflected in future bills. Lastly, in February's meeting, there was a question of why we have 4 phone lines at the Amenity Center. 2 phone lines are for the office, 1 phone line is in the Heritage Room for conference calls, and the 4<sup>th</sup> line is for a fax machine. However, we are unable to identify the 2 lines that are currently being used by the security alarm system. We believe it is connected to the conference line and the fax line, but unless we have the fire alarm company or Comcast come out to diagnose the lines we will not know for sure. Both services will charge a service fee. On that note, if we decide to cancel any phone lines after the contract is signed there is no penalty or fees to do so.

### **4. Fitness Equipment:**

Our new Precor AMT is on order and should arrive later in March 2021, but we do not have any delivery date at this time.

### **5. Incident Reporting:**

After spending time speaking with Nathan Scott from Giddens Security, we are going to be making sure the Security Officer on duty will be retrieving names and as much information they can, anytime an incident occurs no matter how large or small the incident may be. The Security Officers have been more conscientious in doing so and we feel there is a great improvement overall. I was able to work directly with the Chairman and District Manager on the following incidents. All parents were notified of the policies that were violated, and all names will be kept on file in case of any future infractions:

- 2/9/21-There were four (4) minors identified by witnesses pulling the fence away from the support pole at one of the dugouts. Lourens was able to fix the fence without incurring any additional repair fees. All parents were notified via an email letter.
- 2/15/21- Three (3) minors who have been identified jumping off the bridge into the pond behind the amenity center. All parents have been notified via an email letter.
- 2/19/21- Five (5) minors were identified participating in a mudding incident at the end of Silver Glenn Ave. There were damages and fees were incurred. I have reached out to all parents involved. The driver signed a waiver to power wash the fence himself, which was covered in mud. Brightview will be delivering 2 pallets of Bahia grass to replace what was damaged as well as level the area. The driver will be making 2 payments to cover the fees.

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





# **Tab 10**



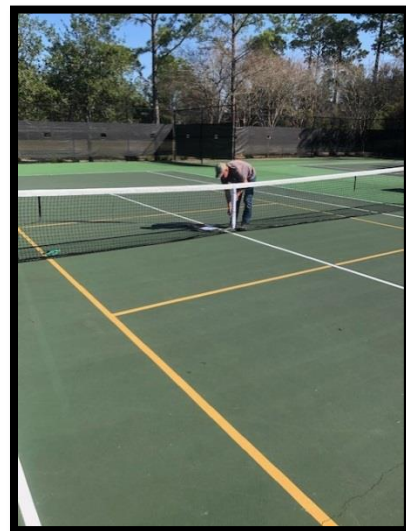
## **Heritage Landing** Field Operations Manager Report

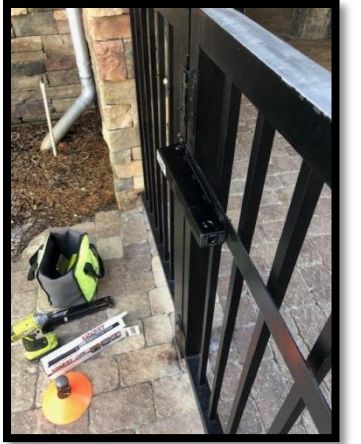
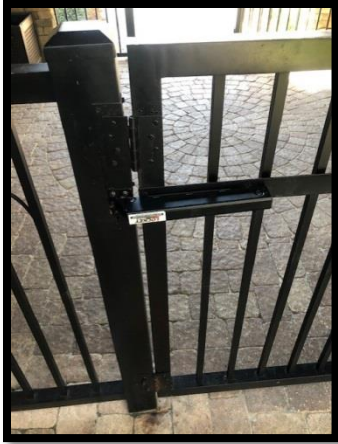
Date of report: **3/1/2021**

Submitted by: **Lourens Erasmus**

### **Field operations and maintenance items:**

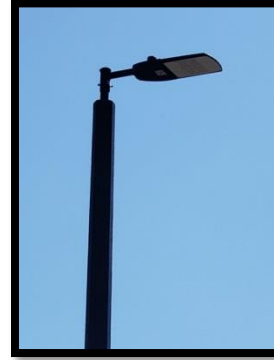
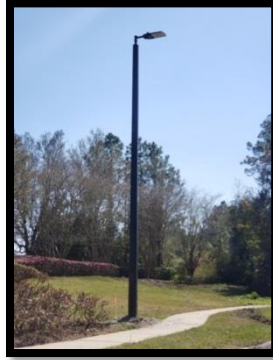
- Adkins construction agreed to perform the repair work on the slide after 10/1/21, the agreement is in circulation between legal, contractor and engineer.
- The fire sprinkler system was flushed of all contaminants; it was run until clear water came out of ALL the flush points.
- The mirror in the gym was replaced but the contractor made a mistake with the outlet cut out and will replace the mirror with the correct one on their dime.
- Installed a pickle ball net lowering system on one of the pickle ball courts. We will monitor the longevity of this system.
- Stains around the pool returns have been removed by placing citric acid (food grade) over the discolored area.
- Damaged baseball field fence repaired
- Adding sand in between the coping and deck of the lap pool. Trying to fill the voids to prevent further erosion.
- Gate closer was replaced on the front gate at the amenity center.
- Main power back up for our cameras and access system was replaced, APC unit.
- Capped off busted sprinkler at main entrance
- General maintenance around the facility continues.





**FPL lights at main entrance:**

The 2 large overhead light posts were installed. We are missing some extensions arms that would push the lights closer to the intersection to improve visibility.



**Playground and basketball court work performed:**

The 2 approved proposals were performed. The playground job turned out to be a very large undertaking, 3 pick-up truck loads of roots were removed.



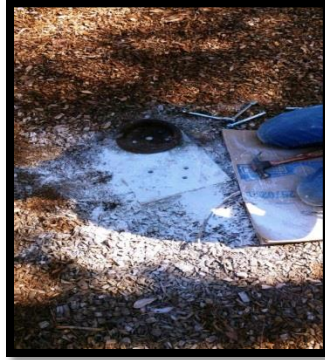
**Painting Trashcans:**

Painting our concrete trashcans



**Playground spring rider repaired:**

The studs holding the spring rider on the platform rusted off, we installed 3, 6 inch concrete bolts into the concrete pedestal and remounted it.



**SilverGlen Ave incident:**

Some kids decided to go have a fun mudding afternoon at back end of SilverGlen Ave next to the vinyl fence. They muddied the fence and destroyed sod along the fence, with the help of the community the perpetrator was identified and confronted by the SJ Sheriff's dept. He acknowledged guilt and agreed to work with us to get it resolved. He pressure washed the fence, the sod will be replaced and repaired by BrightView. The one responsible for the damage will reimburse the district for the destroyed sod.



**Charles Aquatics Pond  
Report  
February 26, 2021**



---

6869 Phillips Pkwy Dr. South Jacksonville Fl 32256

Fax: 904-807-9158

Phone: 904-997-0044

---

## Service Report

**Date:** February 23 & 26, 2021

**Biologist:** Jim Charles

**Client:** Heritage Landing CDD

**Waterways:** Thirteen Ponds

**Comments:** Mostly sunny, 66 F and calm.

**Pond 1:** Pond was in good condition. Pond level is normal.



**Pond 2:** Pond was in improving condition. Pond level is normal. Fountains running.



**Note:** The test area we treated last month for eel grass seems to have had good results. Water level was high this month which made it more difficult to measure results. We will monitor this situation moving forward.



**Pond 3:** Pond was in fair to good condition. Water level is normal.



**Pond 4:** Pond is in fair condition. Water level is normal. Both fountains running normally.





We treated this pond for algae and submersive weeds on the 26<sup>th</sup>. I recommend adding pond dye next month to help the condition and appearance of the pond.



**Pond 5:** Pond was in good condition. Pond level is normal.



**Pond 6:** Pond was in fair to good condition. Water level is normal.



**Pond 7:** Pond was in very good condition this month. Pond level is normal.



**Pond 8:** Pond was in good condition. Fountain running normally. Water level is normal.



**Pond 9:** Pond was in good condition. Water level is good.



**Pond 10:** Pond was in good condition. Water level is normal.



**Pond 11:** Pond was in very good condition. Pond level is normal.



**Pond 12:** Pond was in fair to good condition. Pond level is normal.



**Pond 13:** Pond was in good condition. Pond level is normal.



Jim Charles

# District Manager

# **BUSINESS ITEMS**

## **Tab 11**



**QUOTATION: 912545**  
 Wayne Automatic Fire Sprinklers, Inc.  
 11326 Distribution Ave W  
 Jacksonville, FL 32256-2745

**LIFE SAFETY AGREEMENT – INSPECTION SERVICES**

*"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security, and Fire Systems"*

	CUSTOMER:		BILL TO:		JOB LOCATION:			
Company	Heritage Landing Cdd		Heritage Landing Cdd		Heritage Landing Community Ctr		Date	February 18, 2021
Address	2806 N. 5th Street		2806 N. 5th Street		370 Heritage Landing Parkway		Expiry Dt.	Mar 20, 2021
							Sales Rep.	Leslie Hunnicutt
City, State	St. Augustine, FL	32084	St. Augustine, FL	32084	St. Augustine, FL	32092	Cell Ph	(904)537-6052
Contact	Todd Myhill		Todd Myhill				Work Ph	(904)268-3030, x1109
Phone	(904)436-6270		(904)436-6270		(904)940-6095		Fax	(904)268-0724
Email	TMyhill@vestapropertyservices.com				(904)940-4842		Email	lhunnicutt@waynefire.com

**FIRE SPRINKLER SYSTEM INSPECTION AND TESTING FREQUENCY**

Description	Qty	Price	Amount	Comment
NFPA 25 Annual Sprinkler Inspection	1.00	\$300.00	\$300.00	
NFPA 25 Quarterly Sprinkler Inspection	1.00	\$125.00	\$125.00	
NFPA 25 Semi-Annual Sprinkler Inspection	1.00	\$125.00	\$125.00	
NFPA 25 Quarterly Sprinkler Inspection	1.00	\$125.00	\$125.00	
NFPA 25 Annual Fire Hydrant Test				N/I
Annual Fire Backflow Certification	2.00	\$50.00	\$100.00	
Annual Domestic Backflow Certification	2.00	\$50.00	\$100.00	
Misc Annual Inspection				N/I

Annual Fire Sprinkler System Total: \$875.00

Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

*(Please Initial to Accept or Decline)*

**FIRE ALARM SYSTEM INSPECTION AND TESTING FREQUENCY**

Description	Qty	Price	Amount	Comment
NFPA 72 Annual Alarm Inspection	1.00	\$250.00	\$250.00	
NFPA 72 Semi-Annual Alarm Inspection	1.00	\$150.00	\$150.00	
Misc Annual Inspection				N/I

Annual Fire Alarm System Total: \$400.00

Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

*(Please Initial to Accept or Decline)*

**MISCELLANEOUS**

Description	Qty	Price	Amount	Comment
Annual Extinguisher Certification Inspection (Tag) (Seal)	10.00	\$6.95	\$69.50	
6 yr Maintenance / 12 yr Hydrostatic Extinguisher Test				N/I Recharges \$35 each 5 lb device. Hydros \$45 each 5lb device.
Trip Charge	1.00	\$35.00	\$35.00	
See attached pricing for add'l Extinguisher Services.				N/I

Miscellaneous Total: \$104.50

Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

*(Please Initial to Accept or Decline)*

\*N/I = Not Included

**NOTES:**



**AUTHORIZATION:** The person executing the Life Safety Agreement (“Agreement”) on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner’s Designee and to bind Owner or Owner’s Designee to all terms herein.

**SCOPE:** Customer/Subscriber may contract in the Agreement for one or more of the following services: fire sprinkler inspection, fire alarm inspection, and fire extinguisher inspection. The provisions of the General Terms and Conditions apply to all services provided and by Wayne Automatic Fire Sprinklers, Inc. (“WAFS”) under the Agreement except as indicated otherwise in the General Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

**LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS’ LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY’S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.**

**WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection system(s) that are subject to this Agreement. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

**WAIVER OF SUBROGATION:** WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber’s insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber’s insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

**SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

**TERM OF AGREEMENT/ RENEWALS:** The term of this Agreement shall be for a period of one year unless noted otherwise. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term.

**CANCELLATION:** This Agreement may be cancelled by Customer/Subscriber with thirty (30) days written notice to WAFS provided the contract term length is met. This Agreement may be cancelled by WAFS with thirty (30) days written notice to Customer/Subscriber.

**INSPECTION NOTIFICATION AND ACCESS:** Prior to WAFS performing any tests, the Customer/Subscriber must notify any alarm monitoring company, the local fire department, and all occupants and tenants. Customer/Subscriber understands and acknowledges it is responsible to maintain the fire protection system(s) in accordance with applicable NFPA Standards and any and all state or local rules, codes, statutes and other regulatory requirements, including, without limitation, the timing and performance of all inspections required by any such authorities. Customer/Subscriber acknowledges that in order to remain in compliance it is responsible to facilitate the scheduling of all inspections and access to all areas. It is further understood that WAFS will not enter or inspect any dwelling unit without a Customer/Subscriber representative present.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual inspection charge shall be increased in accordance with WAFS’s prevailing rates as of the first inspection of the additional equipment/modification.

**SCOPE OF INSPECTION:** The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement do not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments; daily, weekly or monthly inspection requirements and/or maintenance per NFPA 25 and/or 72; obstruction investigation or prevention; fire pump maintenance; testing of fire hoses; freeze plug inspection; or internal pipe inspection. WAFS may choose to offer such services at an additional charge and pursuant to a separate written agreement, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Any suggested improvements itemized on an inspection and/or testing report does not constitute an engineering review as such items are not part of the NFPA required inspection and test; such items will be noted as an inspection Observation. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. WAFS makes no guarantee or assurance that all defects or deficiencies in the systems have been identified and itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. WAFS is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Portions of systems that are latent or concealed are excluded from the inspection.

Customer/Subscriber is responsible for the applicable NFPA 25 and 72 line items requiring test and inspection in intervals greater than the annual testing frequency (this includes the test and inspection of items such as, but not limited to, smoke detector sensitivity, fire sprinkler heads, three- and five-year inspections, sound pressures, etc.) unless otherwise specified in the Agreement.

**ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, backflow permitting, third party reporting fees, and any increases thereof, which may be imposed upon WAFS because of this Agreement unless otherwise stated within the Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

**WATER SUPPLY:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Customer/Subscriber. WAFS recommends that the water supply be tested and treated, where necessary, for any microbiological organisms that may influence corrosion, and will provide such services upon execution of a separate written Agreement.

**TERMS AND CONDITIONS (December 2018)**

**QUOTATION 912545**

**WATER DISCHARGE:** WAFS will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Customer/Subscriber must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts all liability arising out of or relating to water discharge.

**LOCATION OF DEVICES:** Customer/Subscriber is responsible for locating and/or identifying all devices that are not visibly marked, such as duct detectors, damper controls, drum drips, low point drains, etc.

**DRY PIPE SYSTEM:** Customer/Subscriber is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system as residual water may freeze, cause damage to the pipes or other components, and cause significant water damage to the premises and property therein. During the inspection and testing of dry pipe systems, WAFS will utilize all accessible low point auxiliary drains and/or drum drips so that the residual water can be drained.

**DUCT DETECTORS:** If testing of Duct Detectors is included in this Agreement, the testing of the Duct Detectors will be limited to testing at floor level using approved smoke devices to test the entry of smoke into the sensing chamber of the Duct Detector head and through the use of remote testing key switches unless otherwise specified in the Agreement. Testing of the air flow across the sampling tube is not included in this Agreement.

**ATTICS:** To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

**NFPA 25 and 72:** Customer/Subscriber has reviewed and is familiar with the National Fire Protection Association Standards 25 & 72 (NFPA 25 & 72) and understands the requirements and consequences of failure to comply with the requirements therein. Customer/Subscriber shall comply with the requirements of NFPA 25 & 72. Customer/Subscriber is responsible for maintaining all fire protection equipment and all alarm equipment and components in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

**SCOPE OF FIRE EXTINGUISHER INSPECTION:** NFPA 10 is the standard for portable fire extinguishers and inspection services related to Customer/Subscriber's fire extinguishers shall be provided in accordance with NFPA 10. Customer/Subscriber is familiar with NFPA 10, its requirements and Customer/Subscriber's responsibility and duties pursuant to NFPA 10. Services provided under this Agreement do not include an analysis or survey of the fire hazard and appropriate selection of fire extinguishers relative to the particular classification of hazards. Such analysis and survey can be performed pursuant to a separate, written agreement. The scope of this inspection is limited to the inspection, and maintenance (as defined by NFPA 10, Section 3.3.15) of the fire extinguishers in place at Customer/Subscriber's inspection location. Customer/Subscriber acknowledges that it is the Customer/Subscriber's responsibility to assure that inspection, maintenance and recharging of fire extinguishers occurs.

**FIRE EXTINGUISHER SERVICES/FREQUENCY:** The inspection and maintenance (as defined by NFPA 10, Section 3.3.15) provided pursuant to this Agreement shall be provided on an annual basis only pursuant to NFPA 10, Section 7.3.1.1.1. All other inspections and monitoring required to be performed monthly or more frequently than at one year intervals shall remain the sole responsibility of Customer/Subscriber unless this Agreement specifically provides for fire extinguisher inspections and services at intervals more frequently than on an annual basis.

**PAYMENT:** Payment is due and payable within thirty (30) days after billing. If Customer/Subscriber fails to make payment when due, WAFS shall have the right, in its sole discretion, to cancel this Agreement with thirty (30) days written notice to Customer/Subscriber. Customer/Subscriber shall pay any and all collection costs, including but not limited to attorney's fees and costs, incurred in the collection of past due accounts.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

**ASSIGNMENT:** Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without the prior written consent of WAFS. Customer/Subscriber shall also provide WAFS thirty (30) days written notice in the event that it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

**CONTRACT TOTAL (EXCLUDES APPLICABLE TAXES)**

**Total annual cost if paid according to the above breakdown:      \$1,379.50**

ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS:	WAYNE AUTOMATIC FIRE SPRINKLERS, INC.:
Print Name:	WAFS Rep: Leslie Hunnicutt
Title:	Title: Life Safety Specialist
Date:	Date: February 18, 2021
Signature:	

**PLEASE FAX ALL PAGES TO (904)268-0724 OR EMAIL: [lhunnicutt@waynefire.com](mailto:lhunnicutt@waynefire.com)**

**Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.  
 Payment to be made as follows: NET 30. Visa and MasterCard accepted.  
 A surcharge of 3% will be applied to credit card purchases.**

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
222 Capitol Ct Ocoee, FL 34761-3019	3226 Cherry Palm Dr Tampa, FL 33619-8337	4683 Laredo Ave Fort Myers, FL 33905-4924	1500 S Powerline Rd Ste A Deerfield Beach, FL 33442-8185	11326 Distribution Ave W Jacksonville, FL 32256-2745	4370 Motorsports Dr SW Concord, NC 28027-8977

**Alabama A-0457      Florida EF20001320      Georgia LVA205941      North Carolina 29611-SP-FA/LV      South Carolina FAC.3385 M**

**Table 5.1 Summary of Sprinkler System Inspection, Testing, and Maintenance**

Item	Frequency	Reference
<b>Inspection</b>		
Gauges (dry, preaction, and deluge systems)	Weekly/monthly	5.2.4.2, 5.2.4.3
Control valves	Weekly/monthly	Table 13.1
Waterflow devices	Quarterly	5.2.6
Valve supervisory devices	Quarterly	5.2.6
Supervisory signal devices (except valve supervisory switches)	Quarterly	5.2.6
Gauges (wet pipe systems)	Monthly	5.2.4.1
Hydraulic nameplate	Quarterly	5.2.7
Buildings	Annually (prior to freezing weather)	5.2.5
Hanger/seismic bracing	Annually	5.2.3
Pipe and fittings	Annually	5.2.2
Sprinklers	Annually	5.2.1
Spare sprinklers	Annually	5.2.1.3
Fire department connections	Quarterly	Table 13.1
Valves (all types)		Table 13.1
Obstruction	5 years	14.2.2
<b>Test</b>		
Waterflow devices	Quarterly/semiannually	5.3.3
Valves supervisory devices	Semiannually	Table 13.1
Supervisory signal devices (except valve supervisory switches)	Semiannually	Table 13.1
Main drain	Annually	Table 13.1
Antifreeze solution	Annually	5.3.4
Gauges	5 years	5.3.2
Sprinklers — extra-high temperature	5 years	5.3.1.1.1.3
Sprinklers — fast-response	At 20 years and every 10 years thereafter	5.3.1.1.1.2
Sprinklers	At 50 years and every 10 years thereafter	5.3.1.1.1
<b>Maintenance</b>		
Valves (all types)	Annually or as needed	Table 13.1
Obstruction investigation	5 years or as needed	13.2.1, 13.2.2
Low-point drains (dry pipe system)	Annually prior to freezing and as needed	13.4.4.3.2
<b>Investigation</b>		
Obstruction	As needed	14.2.1

**5.1.3 Notification to Supervisory Service.** To avoid false alarms where a supervisory service is provided, the alarm receiving facility shall be notified by the property owner or designated representative as follows:

- (1) Before conducting any test or procedure that could result in the activation of an alarm
- (2) After such tests or procedures are concluded

**5.1.4** Hose connections shall be inspected, tested, and maintained in accordance with Chapters 6 and 13.

## 5.2\* Inspection.

### 5.2.1 Sprinklers.

**5.2.1.1\*** Sprinklers shall be inspected from the floor level annually.

**5.2.1.1.1\*** Sprinklers shall not show signs of leakage; shall be free of corrosion, foreign materials, paint, and physical damage; and shall be installed in the proper orientation (e.g., upright, pendent, or sidewall).

**5.2.1.1.2** Any sprinkler shall be replaced that has signs of leakage; is painted, other than by the sprinkler manufacturer, corroded, damaged, or loaded; or in the improper orientation.

**5.2.1.1.3** Glass bulb sprinklers shall be replaced if the bulbs have emptied.

**5.2.1.1.4\*** Sprinklers installed in concealed spaces such as above suspended ceilings shall not require inspection.

**5.2.1.1.5** Sprinklers installed in areas that are inaccessible for safety considerations due to process operations shall be inspected during each scheduled shutdown.

**5.2.1.1.6** Sprinklers that are subject to recall shall be replaced per the manufacturer's requirements.

**5.2.1.2\*** The minimum clearance required by the installation standard shall be maintained below all sprinklers. Stock, furnishings, or equipment closer to the sprinkler than the clearance rules allow shall be corrected.

**5.2.1.3** The supply of spare sprinklers shall be inspected annually for the following:



**QUOTATION: 912627**  
 Wayne Automatic Fire Sprinklers, Inc.  
 11326 Distribution Ave W  
 Jacksonville, FL 32256-2745

**LIFE SAFETY AGREEMENT – MONITORING SERVICES**

*"Your One-Stop Safety Solution to Installation, Inspections, Service and Monitoring of Fire Alarms, Security, and Fire Systems"*

CUSTOMER:		BILL TO:		JOB LOCATION:	
Company	Heritage Landing Cdd	Heritage Landing Cdd	Heritage Landing Community Ctr	Date	February 18, 2021
Address	2806 N. 5th Street	2806 N. 5th Street	370 Heritage Landing Parkway	Expiry Dt.	Mar 20, 2021
				Sales Rep.	Leslie Hunnicutt
City, State	St. Augustine, FL 32084	St. Augustine, FL 32084	St. Augustine, FL 32092	Cell Ph	(904)537-6052
Contact	Todd Myhill	Todd Myhill		Work Ph	(904)268-3030, x1109
Phone	(904)436-6270	(904)436-6270	(904)940-6095	Fax	(904)268-0724
Email	TMyhill@vestapropertyservices.com		(904)940-4842	Email	lhunnicutt@waynefire.com

**OPTION 1: TRADITIONAL (PHONE LINE) MONITORING**

Description	Amount	Comment
Fire Alarm (Yearly Rate)	\$360.00	\$360 per account NOTE: Price excludes required phone lines (2)
Other Services (Yearly Rate):	N/I	

Option 1 Annual Monitoring Total (Excludes Applicable Taxes): \$360.00      Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

*(Please Initial to Accept or Decline)*

**OPTION 2: WAYNE-NET (WIRELESS/LOW POWER RADIO) MONITORING**

Description	Amount	Comment
First Year Alarm Monitoring Service Charges (Includes Installation/Monitoring)	\$900.00	\$900 per account (1)
Subsequent Year(s) Alarm Monitoring Service Charge Total (Includes Monitoring)		Year 2 = \$780 Year 3 = \$780
Other Services (Yearly Rate):	N/I	

Option 2 Annual Monitoring Total (Excludes Applicable Taxes): \$900.00      3 Year Term Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

5 Year Term Accept: \_\_\_\_\_ Decline: \_\_\_\_\_

*(Please Initial to Accept or Decline)*

**Monitoring Contact/Call List (Responsible Parties)**

Name	Phone
Pass code(s):	

**FOR WAFS USE ONLY:**      Billing Frequency: \_\_\_\_\_  
 Fire and/or Security Panel Type: \_\_\_\_\_

\*N/I = Not Included

**NOTES:**

**AUTHORIZATION:** The person executing the Life Safety Agreement (“Agreement”) on behalf of the Customer/Subscriber of the subject systems, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner’s Designee and to bind Owner or Owner’s Designee to all terms herein.

**SCOPE:** Customer/Subscriber may contract in the Agreement for one or more of the following services: monitoring services and/or leasing of WIRELESS equipment. The provisions of the Terms and Conditions apply to all services provided and equipment leased by Wayne Automatic Fire Sprinklers, Inc. (“WAFS”) under the Agreement except as indicated otherwise in the Terms and Conditions. This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous agreements, promises or representations between the parties. This Agreement may be amended only in a writing signed by both parties.

**LIMITATION OF LIABILITY AND WARRANTIES: CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS MUST LIMIT ITS LIABILITY UNDER THIS AGREEMENT IN ORDER TO KEEP ITS PRICING REASONABLY AFFORDABLE. ACCORDINGLY, UNDER NO CIRCUMSTANCES SHALL WAFS’ LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY’S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00). THE CUSTOMER/SUBSCRIBER UNDERSTANDS AND AGREES THAT WAFS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER/SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT WAFS MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF WAFS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.**

**WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM:** WAFS makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. WAFS assumes existing system is in good working condition and has been maintained by the Customer/Subscriber per applicable codes and standards. WAFS makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. WAFS cannot and does not guarantee that loss or damage will not occur.

**WAIVER OF SUBROGATION:** WAFS is not an insurer against loss or damage that may be suffered by Customer/Subscriber. Sufficient property and bodily injury insurance shall be obtained by and is the sole responsibility of Customer/Subscriber. Customer/Subscriber agrees to rely exclusively on Customer/Subscriber’s insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Customer/Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge WAFS from and against all damages, costs or expenses covered by Customer/Subscriber’s insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against WAFS or any employee, agent, officer, director, shareholder, affiliate or independent contractor of WAFS.

**SEVERABILITY:** If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of WAFS and the Customer/Subscriber shall be construed and enforced accordingly.

**NO WARRANTIES OR REPRESENTATIONS: CUSTOMER/SUBSCRIBER’S EXCLUSIVE REMEDY:** WAFS does not represent nor warrant that the MONITORING SYSTEM will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the MONITORING SYSTEM will in all cases provide the protection for which it is installed or intended.

**HOLD HARMLESS:** If any third party files any claim or legal action against Alarm Co., WAFS or any other person or entity authorized to act on Alarm Co.’s behalf, arising from the alarm or monitoring services or Customer/Subscriber’s alarm system, Customer/Subscriber agrees to defend, indemnify and hold Alarm Co. and WAFS completely harmless from any such actions, including all damages, expenses, costs, and attorneys’ fees they may incur. This defense and indemnification shall apply even if such actions arise from the negligence of Alarm Co. or WAFS’s, breach of this contract, strict liability, non-compliance with any applicable law or regulation, or other fault, subject to our limited liability set forth above.

**INSTALLATION AND SCHEDULE OF INSTALLATION:** Installation of the WIRELESS/ LOW POWER RADIO SYSTEM does not constitute an improvement to real property. WIRELESS/ LOW POWER RADIO ALARM MONITORING SYSTEM to be installed pursuant to plans and specifications filed by WAFS, filed with and approved by Authority Having Jurisdiction [AHJ]. Customer/Subscriber authorizes WAFS to access the control panel to input or delete data and programming.

**ALTERATION OF PREMISES FOR INSTALLATION:** WAFS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in WAFS’s sole discretion for the installation and service of the MONITORING SYSTEM. WAFS shall not be responsible for the condition of the premises upon removal of the MONITORING SYSTEM.

**RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Customer/Subscriber agrees that WAFS is authorized and permitted to subcontract to related or independent third parties any services to be provided by WAFS in accordance with the Agreement and that Customer/Subscriber appoints WAFS to act as Customer/Subscriber’s agent with respect to such third parties, except that WAFS shall not obligate Customer/Subscriber to make any payments to such third parties.

**CUSTOMER/SUBSCRIBER’S DUTY TO SUPPLY ELECTRIC:** Customer/Subscriber agrees to furnish, at Customer/Subscriber’s expense, all 110 Volt AC power and electrical outlets and receptacles as deemed necessary by WAFS in its sole discretion, unless noted otherwise herein, and to notify WAFS of any change in such service.

**INSPECTION NOTIFICATION:** Prior to WAFS performing any tests, the Customer/Subscriber must notify all occupants and tenants. If applicable, when WAFS performs final fire inspection for the monitoring take over, if system devices or panels are deficient, WAFS will provide Customer/Subscriber with a written proposal for service and/or repairs.

**TESTING OF SYSTEM:** The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Customer/Subscriber, and it is their sole responsibility to test the operation of the equipment and to notify WAFS if any equipment is in need of repair. WAFS shall not be required to service the equipment unless it has received notice from Customer/Subscriber, and upon such notice, WAFS shall, during the term of this Agreement, schedule service for the equipment, to the best of its ability, within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m.

**WIRELESS/ LOW POWER RADIO MONITORING SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF WAFS (UNLESS NOTED OTHERWISE):** WAFS shall instruct Customer/Subscriber in the proper use of the ALARM MONITORING SYSTEM, install and service on the premises of the Customer/Subscriber, a monitoring system, described herein, including all necessary devices and equipment, with the exception of backup battery replacement, for the duration of this agreement, with the understanding that the entire system, including all apparatus, equipment, instruments, antenna, conduit and wire installed or connected with the system is and shall always remain the sole personal property of WAFS and shall not be considered a fixture or a part of the realty, and Customer/Subscriber

**TERMS AND CONDITIONS (December 2018)**

shall not permit the attachment thereto of any apparatus not furnished by WAFS. Customer/Subscriber acknowledges that WAFS has offered alternate monitoring equipment.

**CUSTOMER/SUBSCRIBER'S CARE OF LEASED EQUIPMENT: REPAIRS AND ADDITIONS:** Customer/Subscriber agrees not to tamper with, remove or otherwise interfere with the ALARM MONITORING system. The equipment shall remain in the same location as installed and Customer/Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by WAFS without additional charge. Equipment may be repaired or replaced with new or reconditioned parts at WAFS' discretion.

**CUSTOMER/SUBSCRIBER TO INSURE LEASED MONITORING SYSTEM EQUIPMENT:** Customer/Subscriber shall insure WAFS's MONITORING SYSTEM equipment against fire and casualty and Customer/Subscriber agrees to name WAFS in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Customer/Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the MONITORING SYSTEM. Notwithstanding the condition of Customer/Subscriber's premises, or WAFS's impossibility of performance occasioned by condition of Customer/Subscriber's premises, Customer/Subscriber shall remain liable for monthly payments for the term of this Agreement without offset or reduction.

**CENTRAL OFFICE MONITORING:** Upon receipt of a signal, WAFS or its designee communication center shall make every reasonable effort to notify Customer/Subscriber and the appropriate emergency authority. Customer/Subscriber acknowledges that signals transmitted from Customer/Subscriber's premises directly to emergency authorities are not monitored by personnel of WAFS. WAFS's designee communication center and WAFS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Customer/Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of WAFS and are not maintained by WAFS and, therefore, WAFS shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising there from. Customer/Subscriber agrees to furnish WAFS with a written list of names and telephone numbers of those persons Customer/Subscriber wishes to receive notification of signals; these persons are designated as the Customer/Subscriber's Responsible Parties and the Responsible Parties shall be available 24 hours/day. Customer/Subscriber acknowledges that they can designate an account pass code or a pass code will be assigned to them. All changes and revisions shall be supplied to WAFS in writing. WAFS may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Customer/Subscriber's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Customer/Subscriber's alarm system is sending excessive false alarms. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive Owner of such property.

**EXCESSIVE SIGNALS:** In the event that the Customer/Subscriber's account sends excessive signals WAFS may, at its discretion, discontinue services as a result of the Customer/Subscriber's failure to make the necessary repairs. After 48 hours and no correction to the account sending excessive signals, Customer/Subscriber authorizes WAFS to dispatch a technician at the prevailing time and material rates, at the customer/subscriber's expense, to resolve or further identify the issue causing the excessive signals. In addition, Customer/Subscriber acknowledges that signal in excess of twenty-five signals per day are subject to a \$.05 communications charge per signal received. Excessive signal charges will be invoiced separately than the services contained in the Agreement.

**FALSE ALARMS:** WAFS shall have no liability for false alarms, false alarm fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of police or fire response by the police or fire department, this contract shall nevertheless remain in full force and Customer/Subscriber shall remain liable for all payments provided for herein.

**ADDITIONAL PAYMENTS:** In addition to the payments set forth herein, Customer/Subscriber agrees to be liable for and pay to WAFS any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon WAFS because of this Agreement. Should WAFS be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this Agreement Customer/Subscriber agrees to pay WAFS for such service or material.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed or the systems are modified after the date of this Agreement, the annual alarm monitoring charge shall be increased in accordance with WAFS's prevailing rates.

**TERM OF AGREEMENT/ RENEWALS:** The term of this Agreement shall be for a period of one year for traditional (phone line) monitoring and three or five years as indicated on the first page of this Agreement for Wayne-Net (wireless) monitoring unless otherwise specified within this contract. This agreement shall renew on a yearly basis under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the Agreement at least 30 days prior to the expiration of any term. If the customer, for any reason, stops making or fails to make the monthly payments during the initial three or five year contract term, the unpaid balance of the contract shall be accelerated and become immediately due and owing as compensation for contractor's investment in equipment and not as a penalty.

**CANCELLATION:** This Agreement may be cancelled by Customer/Subscriber with thirty (30) days written notice to WAFS provided the contract term length is met. If the Wayne-Net system Agreement is cancelled by Customer/Subscriber prior to the expiration of the initial three or five-year contract term, or other contract length specified within this Agreement, the unpaid balance of the three or five-year contract price, or other contract length specified within this Agreement, is immediately due and payable in full. This Agreement may be cancelled by WAFS with thirty (30) days written notice to Customer/Subscriber.

**REMOVAL OF MONITORING SYSTEM:** Upon termination of this Agreement, WAFS shall be permitted to remotely delete programming and allowed access to Customer/Subscriber's premises to remove the leased equipment or system. If for any reason caused by Customer/Subscriber, or the owner of the premises if other than the Customer/Subscriber, said equipment or system is not recovered by WAFS within 24 hours of such termination, then WAFS shall not be required to service the system, and may order the termination of any central office monitoring or other services, and Customer/Subscriber shall remain liable for all payments called for herein. WAFS shall notify the AHJ that fire alarm monitoring has been terminated.

**PAYMENT:** Payment is due and payable within thirty (30) days after billing. If Customer/Subscriber fails to make payment when due, WAFS shall have the right, in its sole discretion, to cancel this Agreement with thirty (30) days written notice to Customer/Subscriber. Customer/Subscriber shall pay any and all collection costs, including but not limited to attorney's fees and costs, incurred in the collection of past due accounts.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

**ASSIGNMENT:** Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without the prior written consent of WAFS. Customer/Subscriber shall also provide WAFS thirty (30) days written notice in the event it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

ACCEPTANCE OF QUOTATION, TERMS AND CONDITIONS:	WAYNE AUTOMATIC FIRE SPRINKLERS, INC.:
Print Name:	WAFS Rep: Leslie Hunnicutt
Title:	Title: Life Safety Specialist
Date:	Date: February 18, 2021
Signature:	

PLEASE FAX ALL PAGES TO (904)268-0724 OR EMAIL: lhunnicutt@waynefire.com  
 Note: This proposal may be withdrawn by Seller if not accepted by the expiry date indicated on page one.  
 Payment to be made as follows: NET 30. Visa and MasterCard accepted.  
 A surcharge of 3% will be applied to credit card purchases.

Corporate Office	Tampa	Fort Myers	Deerfield Beach	Jacksonville	North Carolina
222 Capitol Ct Ocoee, FL 34761-3019	3226 Cherry Palm Dr Tampa, FL 33619-8337	4683 Laredo Ave Fort Myers, FL 33905-4924	1500 S Powerline Rd Ste A Deerfield Beach, FL 33442-8185	11326 Distribution Ave W Jacksonville, FL 32256-2745	4370 Motorsports Dr SW Concord, NC 28027-8977

Alabama A-0457      Florida EF20001320      Georgia LVA205941      North Carolina 29611-SP-FA/LV      South Carolina FAC.3385 M

## **Tab 12**

**Chiller Medic Inc.**

2745 Industry Center Rd., Ste. 7  
St. Augustine, FL 32084  
Phone: (904) 814-9677  
E-mail: David@chillermedic.com, Faye@chillermedic.com

**Estimate**  
2/17/2021

**Service Information**

Heritage Landing CDD  
David Bissonnette  
370 Heritage Landing Parkway  
St. Augustine, FL 32092  
Contact: David Bissonnette  
Phone: (904) 940-6095  
E-mail: Dbissonnette@vestapropertyservices.com

**Billing Information**

Heritage Landing CDD  
David Bissonnette  
370 Heritage Landing Parkway  
St. Augustine, FL 32092

**Job Name**

TR021721-Heritage Landing CDD-1

Job Type	PO #	Invoice #	Scheduled	Start	End
Commercial Estimate			02/12/2021	9:00 AM	10:00 AM

Item	Description	Quantity	Rate	Amount
01 Labor/parts	Add LED Reme Halo to all three ac system for heritage landing amenities building	3.0000	\$1,000.0000	\$3,000.00

Payment Total: \$0.00  
**Total: \$3,000.00**  
**Total Due: \$3,000.00**

**Access Code**

**Return Visit Req'd?**

**Job Notes and Instructions:**

---

3% Charge for all electronic transactions!

Signature: x \_\_\_\_\_



# HALO-LED™

## With REME-LED™ Technology Whole Home Air Purification System

### FEATURES

- Mercury and ozone free
- Seven-year limited warranty
- Long-life replaceable LED cell module with 2.5x longer life than current mercury vapor UV lamp technologies
- Eliminates VOCs 2x faster than previous REME® models
- Industry's first washable catalyst enhanced with zinc for high load environments (ie. cigar bars, smoking rooms)
- Reduces airborne and surface microbials, bacteria, viruses, and mold
- Reduction of smoke, odors, VOCs, allergens, dust, and particulates



Approved for sale in California



### TECHNOLOGIES

- New REME-LED™ technology utilizing RGF's patented PHI and REME® technologies providing superior indoor air purification
- New hybrid hydrophilic catalyst incorporating the industry's first washable ceramic catalyst
- Includes automatic self-cleaning ionizers with carbon fiber brushes to reduce particulates (patent pending)
- Unlimited cycling capability designed to turn on/off with the HVAC system
- 24 VAC/DC input (24 VAC transformer included)

The all new HALO-LED™ is the industry's first LED in-duct, whole home air purification system that is both mercury free and zero ozone compliant. The HALO-LED™ proactively treats every cubic inch of air conditioned space, thereby reducing airborne and surface contaminants and pollutants. By combining REME-LED™ UV technology along with RGF's proven PHI-CELL® and REME® technologies, the HALO-LED™ provides revolutionary indoor air purification.



LED UV



Long Life Cell



Hybrid Catalyst



H<sub>2</sub>O<sub>2</sub>

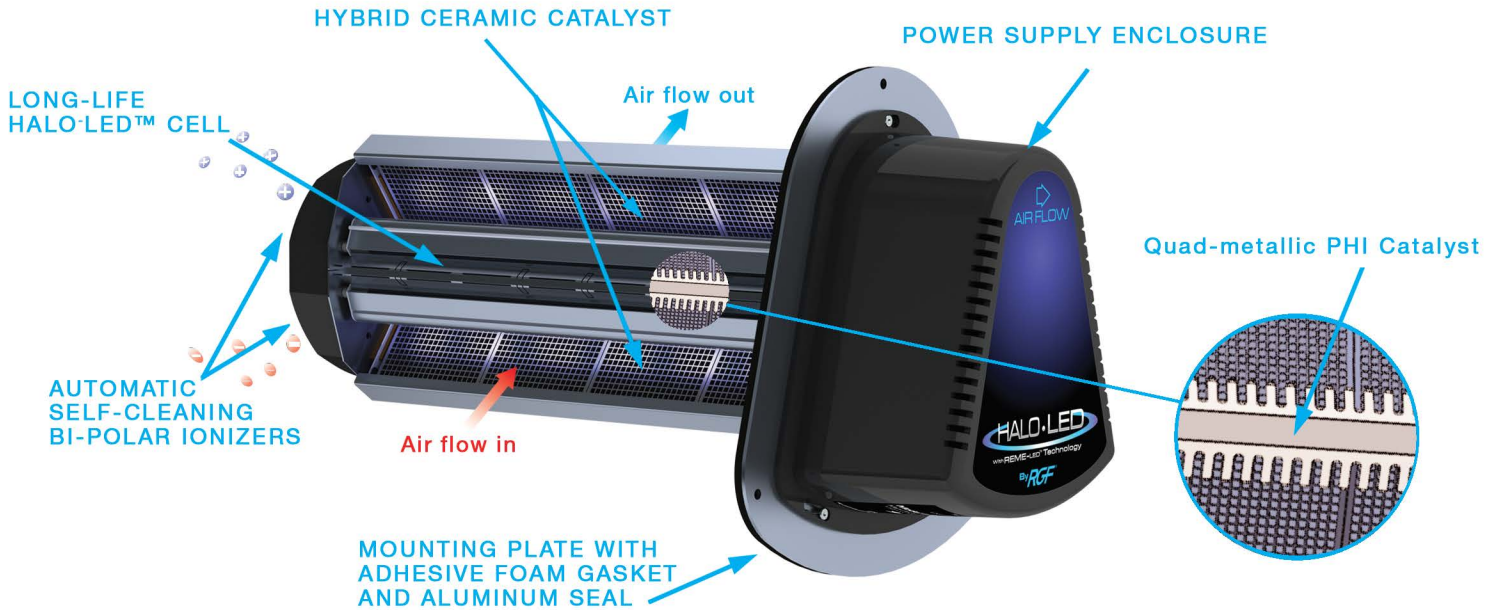


Ionization

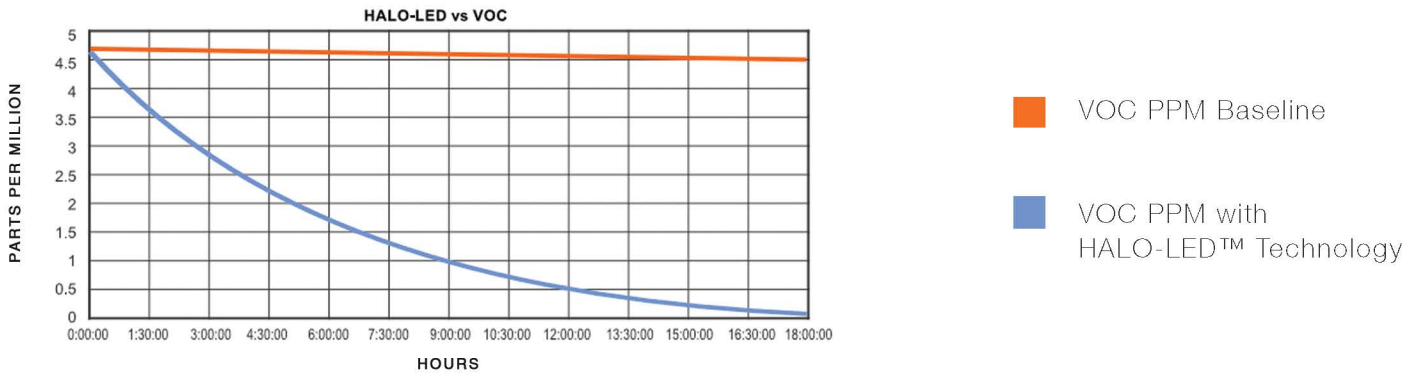
**7YR**  
LIMITED  
WARRANTY

**4YR**  
CELL  
WARRANTY

# HALO-LED™ Whole Home Air Purification System



**Notice to Installer:** This unit must be wired in series with the blower to cycle on/off with the blower. This installation is required in order to be in compliance with new safety standards and to ensure maximum energy efficiency and LED module service life.



ITEM#	HVAC Blower Size	REPLACEMENT CELL	ELECTRICAL	DIMENSIONS	SHIP WT.
REME-LED	250 to 6,500 CFM	PHIC-REME-LED	24 VAC/DC 0.7 Amps 17 Watts *Transformer included in box	11" probe / 6.5" x 7.5" plate	6 lbs.

**7YR  
LIMITED  
WARRANTY**



EPA Registration No. 067400-FL-001



**RGF**  
ENVIRONMENTAL GROUP, INC.

DIVISIONS



ISO 9001:2015 CERTIFIED COMPANY

1101 West 13th Street (Port of Palm Beach Enterprise Zone) Riviera Beach, Florida 33404  
www.rgf.com

**Chiller Medic Inc.**

2745 Industry Center Rd., Ste. 7  
 St. Augustine, FL 32084  
 Phone: (904) 814-9677  
 E-mail: David@chillermedic.com, Faye@chillermedic.com

**Estimate**  
 2/17/2021

**Service Information**

Heritage Landing CDD  
 David Bissonnette  
 370 Heritage Landing Parkway  
 St. Augustine, FL 32092  
 Contact: David Bissonnette  
 Phone: (904) 940-6095  
 E-mail: Dbissonnette@vestapropertyservices.com

**Billing Information**

Heritage Landing CDD  
 David Bissonnette  
 370 Heritage Landing Parkway  
 St. Augustine, FL 32092

**Job Name**

TR021721-Heritage Landing CDD-2

<b>Job Type</b>	<b>PO #</b>	<b>Invoice #</b>	<b>Scheduled</b>	<b>Start</b>	<b>End</b>
Commercial Estimate			02/12/2021	9:00 AM	10:00 AM

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
01 Labor/parts	Add new UV Reme halo to all three ac systems for heritage landing amenities center	3.0000	\$750.0000	\$2,250.00

Payment Total: \$0.00  
**Total: \$2,250.00**  
**Total Due: \$2,250.00**

**Access Code****Return Visit Req'd?****Job Notes and Instructions:**


---

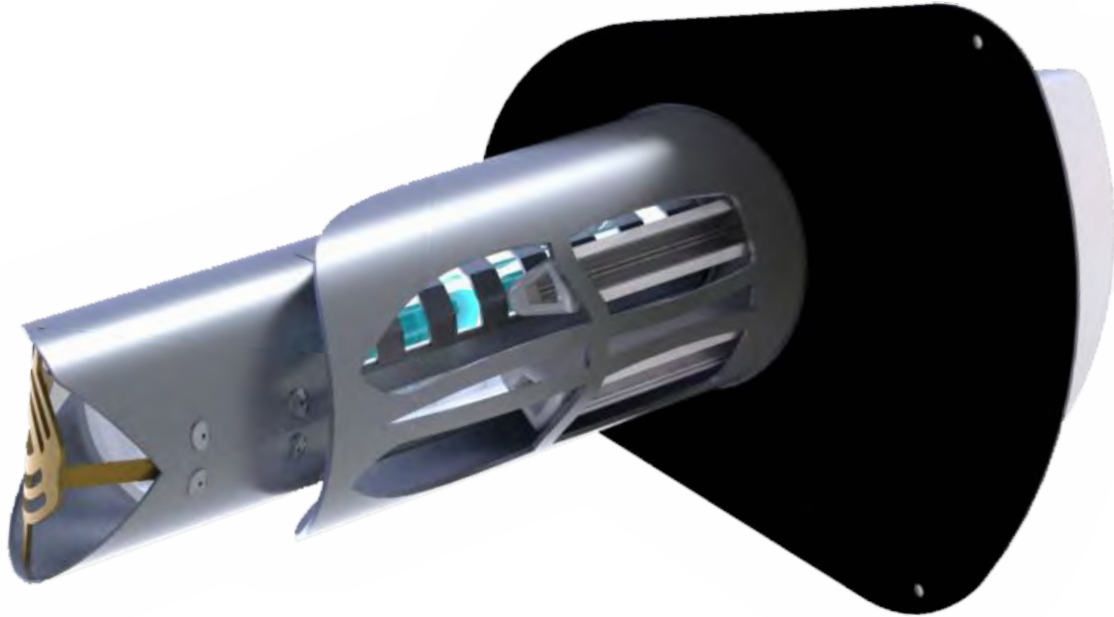
3% Charge for all electronic transactions!

Signature: x \_\_\_\_\_

# REME · HALO<sup>®</sup>

By **RGF<sup>®</sup>**  
ENVIRONMENTAL GROUP, INC.

- **Increased Ionized Hydro-Peroxide Output**
- **New Enhanced Catalyst With Zinc For Faster Kill Rates**
- **Easier, Faster, No Tool Cell Replacement**



The REME HALO<sup>®</sup> by RGF<sup>®</sup> is the next generation of IAQ technology. RGF<sup>®</sup> has redesigned their REME HVAC unit with higher Ionized Hydro-peroxide output, which gives faster kill rates for microbials in the air as well as on surfaces. Also, this higher output drops more particulate from the air bringing relief to those who suffer from allergies and other respiratory issues.



#### **Quick Release Feature**

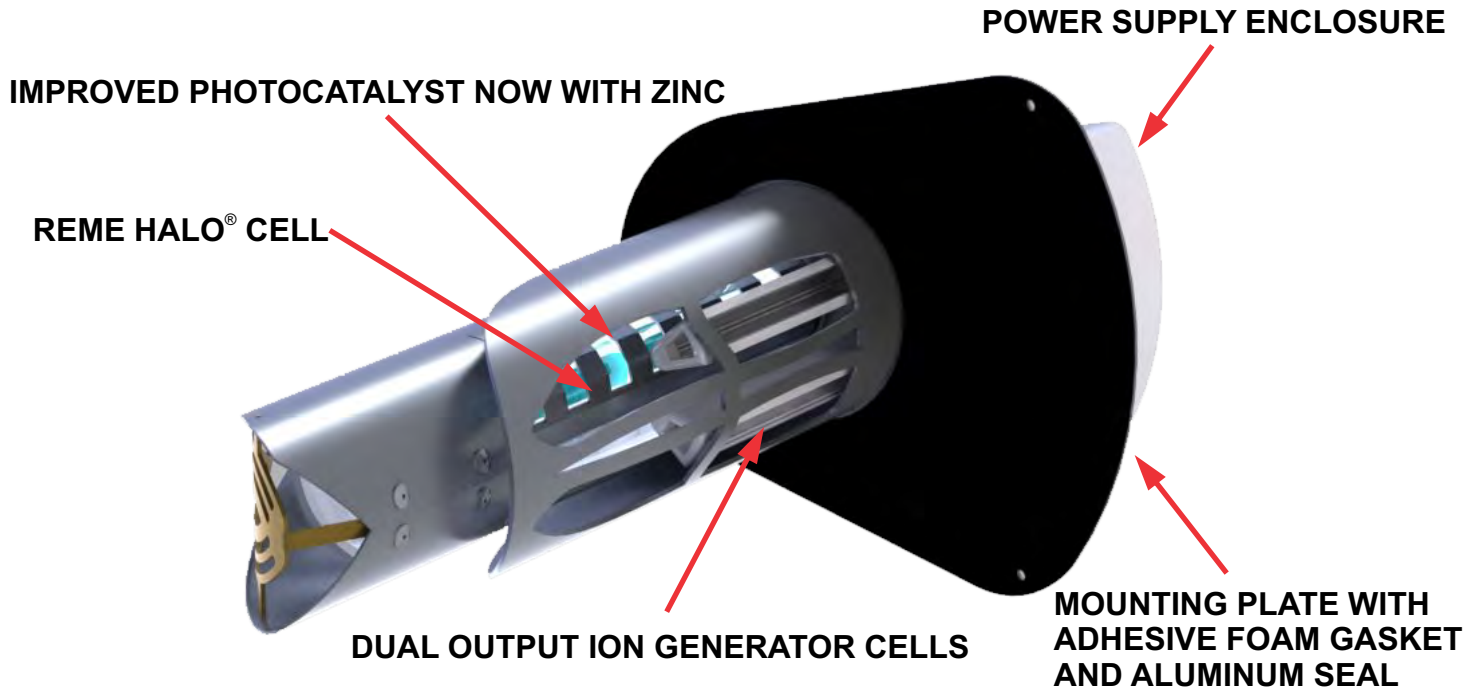
The REME HALO<sup>®</sup> now features a quick release design for easy removal of the housing to allow easy replacement of the REME cell.



#### **Adjustable Output**

The REME HALO<sup>®</sup> incorporates an adjustable shroud, which allows the customization of the AOP output.

The REME HALO® by RGF® is designed to eliminate sick building syndrome risks by reducing odors, air pollutants, VOCs (chemical odors), smoke, mold, bacteria and viruses. The REME HALO® units are easily mounted into air conditioning and heating systems air ducts where most sick building problems start. When the HVAC system is in operation, the REME HALO® unit creates an Advanced Oxidation Plasma consisting of Ionized Hydro-peroxides, Super oxide ions and Hydroxide ions. All are friendly oxidizers. By friendly oxidizers, we mean oxidizers that revert back to oxygen and hydrogen after the oxidation of the pollutant.



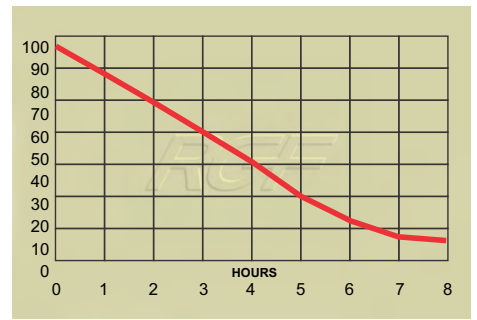
### MICROBIALS



### ODORS



### PARTICULATE



### SPECIFICATIONS

•Hydroperoxide Ion distribution:	Distributed through air handler
•Super Oxide Ion distribution:	Distributed through air handler
•Hydroxide Ion distribution:	Distributed through air handler
•Installation:	Installed in HVAC duct or plenum
•Electrical:	24 VAC 0.7 Amps 17 Watts
•Materials:	Aluminum and Polymers
•REME Cell Replacement	Recommended after 25,000 hrs
•HVAC Blower Size	1,000 - 6,500 CFM



**RGF Environmental Group, Inc.**  
 1101 West 13th Street (Port of Palm Beach Enterprise Zone)  
 Riviera Beach, Florida 33404  
 800 842-7771 fax 561 848-9454 [www.rgfairpurification.com](http://www.rgfairpurification.com)

Conforms to: UL 1598  
 CAN/CSA C222  
 EN60335-1, EN60335-2-65



**Discussion  
Regarding Policy  
Enforcement**

**AUDIENCE COMMENTS  
AND SUPERVISORS  
REQEUST**

# ADJOURNMENT