



**PENTATHLON
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
MARCH 11, 2021
6:30 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.pentathloncdd.org
786.347.2711 ext. 2011 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
PENTATHLON COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING

Conference Room of Signature Flight Support
14150 SW 129th Street
Miami, Florida 33186

March 11, 2021

6:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Seat and Welcome New Board Members (Seat #2 & Seat #5)
- E. Administer Oath of Office
- F. Consider Resolution No. 2021-01 – Declaring Vacancies (Seat #1).....Page 2
- G. Appointment of Officers to Vacant Seats
- H. Administer Oath of Office
- I. Election of Officers
- J. Additions or Deletions to Agenda
- K. Comments from the Public for Items Not on the Agenda
- L. Approval of Minutes
 - 1. November 12, 2020 Regular Board Meeting.....Page 4
- M. Old Business
 - 1. Staff Report as Required
- N. New Business
 - 1. Consider Resolution No. 2021-02 – Adopting a Fiscal Year 2021/2021 Proposed Budget.....Page 7
 - 2. Consider Resolution No. 2021-03 – E-Verify Memorandum of Understanding.....Page 14
- O. Administrative Matters
 - 1. Office of Records Update
 - 2. Financial Update.....Page 31
- P. Board Members Comments
- Q. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

PENTATHLON COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2020/2021 REGULAR MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

09/28/2020

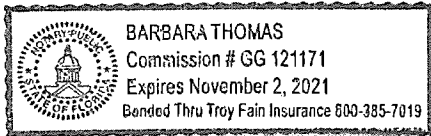
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Guillermo Garcia

Sworn to and subscribed before me this
28 day of SEPTEMBER, A.D. 2020

Barbara Thomas

(SEAL)
GUILLERMO GARCIA personally known to me



**PENTATHLON COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021
REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Pentathlon Community Development District (the "District") will hold Regular Meetings in the Signature Flight Support 2nd Floor Conference Room at the Miami Executive Airport located at 14150 S.W. 129th Street, Miami, Florida 33186 at 6:30 p.m. on the following dates:

- October 8, 2020
- November 12, 2020
- March 11, 2021
- May 13, 2021
- June 10, 2021
- September 9, 2021

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. A copy of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

PENTATHLON community development district

www.pentathloncdd.org
9/28

20-16/0000489434M

RESOLUTION NO. 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 190.006, Florida Statutes, the members of the Board of Supervisors (the “District Board”) of the Pentathlon Community Development District (the “District”) are to be elected by the qualified electors of the District at a general election to be held on November 3, 2020 (the “General Election”); and

WHEREAS, the District provided published notice of the qualifying period for election to the District Board at least two (2) weeks prior to the start of the qualifying period for the General Election, as required by Section 190.006(3)(b), Florida Statutes; and

WHEREAS, the **Miami-Dade** County Supervisor of Elections has confirmed that at the close of the qualifying period for election to the District Board, no elector qualified for Seat #1 to be filled in the General Election; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the District is required to declare the seats to be filled by the election to which no qualified elector has qualified as vacant and to appoint a qualified elector to fill each such vacancy within 90 days of the second Tuesday following the General Election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT, THAT:

1. The recitals above are true and correct and are hereby made a part of this Resolution.
2. The District Board hereby declares Seat #1 to be vacant, effective on the second Tuesday following the General Election.
3. The District Board shall appoint a qualified elector to Seat #1 within 90 days of the second Tuesday following the General Election, as required by Section 190.006(3)(b), Florida Statutes. Until such appointment, the incumbent board member in such seat shall remain in office.

4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of March, 2021 by the Board of Supervisors of the Pentathlon Community Development District.

ATTEST:

**PENTATHLON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman

**PENTATHLON COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 12, 2020**

A. CALL TO ORDER

District Manager Nancy Nguyen called the November 12, 2020, Regular Board Meeting of the Pentathlon Community Development District (the “District”) to order at 6:32 p.m. in the Conference Room of the Signature Flight Support Building located at 14150 SW 129th Street, Miami, Florida 33186.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* September 28, 2020, as part of the District’s Fiscal Year 2020/2021 Regular Meeting Schedule, *as legally required*.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Grissobelle Reyes-Obando, Vice Chairperson Ana Ibarra and Supervisors Julio Cesar Obando, Andre Goins (who arrived at approximately 6:39 p.m.), and Michael Hunt (via speaker phone) constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Nancy Nguyen of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments for items not on the agenda.

F. APPROVAL OF MINUTES

1. June 11, 2020, Special Board Meeting & Public Hearing

Ms. Nguyen presented the June 11, 2020, Special Board Meeting and Public Hearing minutes and asked if there were any comments and/or changes. There being no changes and/or comments on the minutes, a **motion** was made by Ms. Ibarra, seconded by Mr. Obando and unanimously passed to approve the June 11, 2020, Special Board Meeting and Public Hearing minutes, *as presented*.

G. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2020-05 – Adopting a Fiscal Year 2019/2020 Amended Budget

Resolution No. 2020-05 was presented, entitled:

RESOLUTION NO. 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2019/2020 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Ms. Nguyen provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Reyes-Obando, seconded by Mr. Obando and unanimously passed approving and adopting Resolution No. 2020-05, *as presented*, approving the Amended Final 2019/2020 Fiscal Year Budget.

I. ADMINISTRATIVE MATTERS

1. Discussion Regarding Election Protocol and Declaring Vacancies Effective November 17th

Ms. Nguyen stated that there were 3 seats up for re-election at the General Election for the District. Those seats are Seat #1 (Mr. Goins), Seat #2 (Mr. Hunt), and Seat #5 (Ms. Ibarra). Mr. Hunt and Ms. Ibarra qualified during the qualifying period for re-election to the District’s Board in Seat #2 and Seat #5, respectively. No oppositions were deemed by the Elections’ Department and Mr. Hunt and Ms. Ibarra were deemed as being ‘elected unopposed’. They will commence their new term of office effective November 17, 2020 (two Tuesdays following the General Election) and their terms will expire in November 2024. Ms. Nguyen will make arrangements to have Mr. Hunt and Ms. Ibarra take their Oaths of Office on or shortly after November 17, 2020.

No qualified elector had qualified for Seat #1 (Mr. Goins) at the 2020 General Election for the District. Pursuant to Section 190.006, *Florida Statutes*, incumbents (holdover Board Members) will serve no longer than ninety (90) days (from November 17, 2020) or until appointments to the vacancies have been made.

2. Consider Resolution No. 2020-06 – Ratifying Actions Taken Pursuant to EO 20-69

Resolution No. 2020-06 was presented, entitled:

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC

Ms. Wald explained that due to the COVID-19 pandemic, Governor DeSantis’ Executive Order 20-69 allowed for District meetings to held using media communications technology and it would be in order to ratify the actions taken by the Board during the June 11, 2020, District meeting held via Zoom. A discussion ensued after which:

A **motion** was made by Ms. Ibarra, seconded by Ms. Reyes-Obando and unanimously passed approving and adopting Resolution No. 2020-06, *as presented*, ratifying the actions taken by the Pentathlon Community Development District Board of Supervisors during the June 11, 2020, meeting held via Zoom.

3. Financial Update

Ms. Nguyen presented the Financial Reports through September 2020; the Assessment Collections were provided in the meeting booklet as well. She noted that available funds as of September 30, 2020, were approximately \$180,000.

J. BOARD MEMBER COMMENTS

Ms. Nguyen advised that unless an emergency were to arise, this Board would not meet until March 1, 2021.

Everyone exchanged best wishes for the holiday season.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Reyes-Obando, seconded by Mr. Goins to adjourn the Regular Board Meeting at approximately 6:44 p.m. There were no objections.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Pentathlon Community Development District (the “District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2021/2022 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for May 13, 2021 at 6:30 p.m. in the Conference Room at Signature Flight Support located at 14150 SW 129th Street, Miami, Florida 33186, for the purpose of receiving public comments on the Proposed Fiscal Year 2021/2022 Budget.

PASSED, ADOPTED and EFFECTIVE this 11th day of March, 2021.

ATTEST:

**PENTATHLON
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice-Chairperson

Pentathlon
Community Development District

**Proposed Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

CONTENTS

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- II DETAILED PROPOSED BUDGET
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

PROPOSED BUDGET
PENTATHLON COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

| | FISCAL YEAR 2021/2022 BUDGET |
|--|------------------------------------|
| REVENUES | |
| ADMINISTRATIVE ASSESSMENTS | 69,019 |
| MAINTENANCE/INFRASTRUCTURE IMPROVEMENT ASSESSMENTS | 10,638 |
| DEBT ASSESSMENTS | 213,569 |
| INTEREST INCOME | 360 |
| TOTAL REVENUES | \$ 293,586 |
| EXPENDITURES | |
| MAINTENANCE/INFRASTRUCTURE IMPROVEMENTS | |
| IMPROVEMENT CONTINGENCY | 9,000 |
| ENGINEERING/INSPECTIONS | 1,000 |
| TOTAL MAINTENANCE/INFRASTRUCTURE IMPROVEMENTS | \$ 10,000 |
| ADMINISTRATIVE EXPENDITURES | |
| SUPERVISOR FEES | 6,000 |
| PAYROLL TAXES (EMPLOYER) | 480 |
| MANAGEMENT | 31,728 |
| SECRETARIAL | 3,000 |
| LEGAL | 8,000 |
| ASSESSMENT ROLL | 6,000 |
| AUDIT FEES | 3,500 |
| INSURANCE | 6,000 |
| LEGAL ADVERTISING | 650 |
| MISCELLANEOUS | 900 |
| POSTAGE | 250 |
| OFFICE SUPPLIES | 550 |
| DUES & SUBSCRIPTIONS | 175 |
| TRUSTEE FEES | 3,500 |
| CONTINUING DISCLOSURE FEE | 350 |
| WEBSITE MANAGEMENT | 1,500 |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$ 72,583 |
| TOTAL EXPENDITURES | \$ 82,583 |
| REVENUES LESS EXPENDITURES | \$ 211,003 |
| BOND PAYMENTS | (200,755) |
| BALANCE | \$ 10,248 |
| COUNTY APPRAISER & TAX COLLECTOR FEE | (5,864) |
| DISCOUNTS FOR EARLY PAYMENTS | (11,729) |
| EXCESS/ (SHORTFALL) | \$ (7,345) |
| CARRYOVER FROM PRIOR YEAR | 7,345 |
| NET EXCESS/ (SHORTFALL) | \$ (0) |

DETAILED PROPOSED BUDGET
PENTATHLON COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

| | FISCAL YEAR 2019/2020 ACTUAL | FISCAL YEAR 2020/2021 BUDGET | FISCAL YEAR 2021/2022 BUDGET | COMMENTS |
|--|------------------------------------|------------------------------------|------------------------------------|--|
| REVENUES | | | | |
| ADMINISTRATIVE ASSESSMENTS | 67,395 | 70,044 | 69,019 | Expenditures Less Interest & Carryover/.94 |
| MAINTENANCE/INFRASTRUCTURE IMPROVEMENT ASSESSMENTS | 10,638 | 10,638 | 10,638 | Expenditures/.94 |
| DEBT ASSESSMENTS | 216,828 | 212,546 | 213,569 | Bond Payments/.94 |
| INTEREST INCOME | 2,251 | 360 | 360 | Interest Projected At \$30 Per Month |
| TOTAL REVENUES | \$ 297,112 | \$ 293,588 | \$ 293,586 | |
| EXPENDITURES | | | | |
| MAINTENANCE/INFRASTRUCTURE IMPROVEMENTS | | | | |
| IMPROVEMENT CONTINGENCY | 0 | 9,000 | 9,000 | Improvement Contingency |
| ENGINEERING/INSPECTIONS | 975 | 1,000 | 1,000 | No Change From 2020/2021 Budget |
| TOTAL MAINTENANCE/INFRASTRUCTURE IMPROVEMENTS | \$ 975 | \$ 10,000 | \$ 10,000 | |
| ADMINISTRATIVE EXPENDITURES | | | | |
| SUPERVISOR FEES | 2,800 | 6,000 | 6,000 | No Change From 2020/2021 Budget |
| PAYROLL TAXES (EMPLOYER) | 214 | 480 | 480 | Projected At 8% Of Supervisor Fees |
| MANAGEMENT | 30,600 | 31,296 | 31,728 | CPI Adjustment |
| SECRETARIAL | 3,000 | 3,000 | 3,000 | No Change From 2020/2021 Budget |
| LEGAL | 5,893 | 8,000 | 8,000 | No Change From 2020/2021 Budget |
| ASSESSMENT ROLL | 6,000 | 6,000 | 6,000 | No Change From 2020/2021 Budget |
| AUDIT FEES | 3,300 | 3,400 | 3,500 | Accepted Amount For 2020/2021 Audit |
| INSURANCE | 5,251 | 6,000 | 6,000 | Insurance Estimate |
| LEGAL ADVERTISING | 439 | 650 | 650 | No Change From 2020/2021 Budget |
| MISCELLANEOUS | 337 | 1,000 | 900 | \$100 Decrease From 2020/2021 Budget |
| POSTAGE | 151 | 275 | 250 | \$25 Decrease From 2020/2021 Budget |
| OFFICE SUPPLIES | 148 | 575 | 550 | \$25 Decrease From 2020/2021 Budget |
| DUES & SUBSCRIPTIONS | 175 | 175 | 175 | No Change From 2020/2021 Budget |
| TRUSTEE FEES | 3,400 | 3,500 | 3,500 | No Change From 2020/2021 Budget |
| CONTINUING DISCLOSURE FEE | 350 | 350 | 350 | No Change From 2020/2021 Budget |
| WEBSITE MANAGEMENT | 1,500 | 1,500 | 1,500 | No Change From 2020/2021 Budget |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$ 63,558 | \$ 72,201 | \$ 72,583 | |
| TOTAL EXPENDITURES | \$ 64,533 | \$ 82,201 | \$ 82,583 | |
| REVENUES LESS EXPENDITURES | \$ 232,579 | \$ 211,387 | \$ 211,003 | |
| BOND PAYMENTS | (206,906) | (199,793) | (200,755) | 2022 P & I Payments Less Earned Interest |
| BALANCE | \$ 25,673 | \$ 11,594 | \$ 10,248 | |
| COUNTY APPRAISER & TAX COLLECTOR FEE | (2,840) | (5,865) | (5,864) | Two Percent Of Total Assessment Roll |
| DISCOUNTS FOR EARLY PAYMENTS | (10,635) | (11,729) | (11,729) | Four Percent Of Total Assessment Roll |
| EXCESS/ (SHORTFALL) | \$ 12,198 | \$ (6,000) | \$ (7,345) | |
| CARRYOVER FROM PRIOR YEAR | 0 | 6,000 | 7,345 | Carryover From Prior Year |
| NET EXCESS/ (SHORTFALL) | \$ 12,198 | \$ - | \$ (0) | |

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
PENTATHLON COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

| | FISCAL YEAR 2019/2020 ACTUAL | FISCAL YEAR 2020/2021 BUDGET | FISCAL YEAR 2021/2022 BUDGET | COMMENTS |
|----------------------------|------------------------------------|------------------------------------|------------------------------------|--|
| REVENUES | | | | |
| Interest Income | 1,675 | 300 | 25 | Projected Interest For 2021/2022 |
| NAV Tax Collection | 206,906 | 199,793 | 200,755 | 2022 P & I Payments Less Earned Interest |
| Total Revenues | \$ 208,581 | \$ 200,093 | \$ 200,780 | |
| | | | | |
| EXPENDITURES | | | | |
| Principal Payments | 110,000 | 115,000 | 120,000 | Principal Payment Due In 2022 |
| Interest Payments | 90,878 | 85,093 | 80,780 | Interest Payments Due In 2022 |
| Total Expenditures | \$ 200,878 | \$ 200,093 | \$ 200,780 | |
| | | | | |
| Excess/ (Shortfall) | \$ 7,704 | \$ - | \$ - | |

Series 2012 Refunding Bonds Information

| | | | |
|-----------------------|---------------|---------------------------------|------------------------|
| Original Par Amount = | \$2,780,000 | Annual Principal Payments Due = | November 1st |
| Interest Rate = | 1.25% - 4.5% | Annual Interest Payments Due = | May 1st & November 1st |
| Issue Date = | April 2012 | | |
| Maturity Date = | November 2033 | | |

Par Amount As Of 1/1/21 = \$1,955,000

RESOLUTION NO. 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO REGISTER THE DISTRICT WITH AND USE THE E-VERIFY SYSTEM PURSUANT TO THE REQUIREMENTS OF SECTION 448.095, FLORIDA STATUTES; AUTHORIZING EXECUTION OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS BETWEEN THE DISTRICT AND THE DEPARTMENT OF HOMELAND SECURITY (DHS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 448.095, Florida Statutes, requires public employers, like the Pentathlon Community Development District (the “District”), to register with and use the E-Verify system of the United States Department of Homeland Security (the “E-Verify system”) to verify the work authorization status of newly hired employees; and

WHEREAS, Section 448.095, Florida Statutes, also mandates that the District may not, on or after January 1, 2021, enter contracts with a contractor unless the contractor and its subcontractors have registered with and are utilizing the E-Verify system; and

WHEREAS, in order to register with the E-Verify system, the District is required to enter into the E-Verify Memorandum of Understanding for Employers with the Department of Homeland Security (OHS), a copy of which is attached hereto and made a part hereof as Exhibit “A” the (“E-Verify MOU”); and

WHEREAS, in accordance with the requirements of Section 448.095, Florida Statutes, the District Board of Supervisors finds it to be in the best interest of the District to register with the E-Verify system, authorize execution of the E-Verify MOU, and utilize the E-Verify system

in connection with its hiring practices and for new and renewed agreements entered into on or after January 1, 2021 with contractors, service providers, and others providing labor, supplies or services to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PENTATHLON COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full herein.

Section 2. In accordance with the requirements of Section 448.095, Florida Statutes, the District Manager shall register the District with and utilize the E-Verify system, and shall administer agreements entered into on or after January 1, 2021 with contractors, service providers, and others providing labor, supplies, or services to the District to monitor and enforce E-Verify compliance.

Section 3. The District Manager is authorized to execute the E-Verify MOU on behalf of the District.

Section 4. The District Manager of the District is hereby directed to take other action(s) necessary and consistent with the intent of this Resolution, including but not limited to, completing the tasks needed to otherwise comply with the provisions of Section 448.095, Florida Statutes and the terms, conditions, and requirements of the District as set forth in the E-Verify MOU.

Section 5. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found

to be unconstitutional or improper, such portion shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 11th day of March, 2021, by the Board of Supervisors of the Pentathlon Community Development District.

**PENTATHLON COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

Exhibit "A"

The E-Verify Memorandum of Understanding for Employers

Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

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

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

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

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

ARTICLE VI PARTIES

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

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

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

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

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

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

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

Employer.

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

Approved by:

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

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

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

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

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

Pentathlon
Community Development District

**Financial Report For
February 2021**

Pentathlon Community Development District
Budget vs. Actual
October 2020 through February 2021

| | Oct 20 - Feb 21 | 20/21 Budget | \$ Over Budget | % of Budget |
|---|------------------------|---------------------|-----------------------|--------------------|
| Income | | | | |
| 363.100 · Administrative Assessments | 66,156.48 | 70,044.00 | -3,887.52 | 94.45% |
| 363.101 · Maintenance Assessments | 10,046.85 | 10,638.00 | -591.15 | 94.44% |
| 363.810 · Debt Assessments | 200,705.90 | 212,546.00 | -11,840.10 | 94.43% |
| 363.820 · Debt Assessment-Paid To Trustee | -190,873.25 | -199,793.00 | 8,919.75 | 95.54% |
| 363.830 · Assessment Fees | -2,659.91 | -5,865.00 | 3,205.09 | 45.35% |
| 363.831 · Assessment Discounts | -10,906.21 | -11,729.00 | 822.79 | 92.99% |
| 369.399 · Carryover From Prior Year | 0.00 | 6,000.00 | -6,000.00 | 0.0% |
| 369.401 · Interest Income | 215.73 | 360.00 | -144.27 | 59.93% |
| Total Income | 72,685.59 | 82,201.00 | -9,515.41 | 88.42% |
| Expense | | | | |
| 511.122 · Payroll Taxes | 76.50 | 480.00 | -403.50 | 15.94% |
| 511.131 · Supervisor Fees | 1,000.00 | 6,000.00 | -5,000.00 | 16.67% |
| 511.308 · Improvement Contingency | 0.00 | 9,000.00 | -9,000.00 | 0.0% |
| 511.310 · Engineering | 0.00 | 1,000.00 | -1,000.00 | 0.0% |
| 511.311 · Management Fees | 13,040.00 | 31,296.00 | -18,256.00 | 41.67% |
| 511.312 · Secretarial Fees | 1,250.00 | 3,000.00 | -1,750.00 | 41.67% |
| 511.315 · Legal Fees | 1,900.00 | 8,000.00 | -6,100.00 | 23.75% |
| 511.318 · Assessment/Tax Roll | 0.00 | 6,000.00 | -6,000.00 | 0.0% |
| 511.320 · Audit Fees | 0.00 | 3,400.00 | -3,400.00 | 0.0% |
| 511.450 · Insurance | 5,513.00 | 6,000.00 | -487.00 | 91.88% |
| 511.480 · Legal Advertisements | 0.00 | 650.00 | -650.00 | 0.0% |
| 511.512 · Miscellaneous | 95.45 | 1,000.00 | -904.55 | 9.55% |
| 511.513 · Postage and Delivery | 27.60 | 275.00 | -247.40 | 10.04% |
| 511.514 · Office Supplies | 41.25 | 575.00 | -533.75 | 7.17% |
| 511.540 · Dues, License & Subscriptions | 175.00 | 175.00 | 0.00 | 100.0% |
| 511.733 · Trustee Fees | 0.00 | 3,500.00 | -3,500.00 | 0.0% |
| 511.734 · Continuing Disclosure Fee | 0.00 | 350.00 | -350.00 | 0.0% |
| 511.750 · Website Management | 625.00 | 1,500.00 | -875.00 | 41.67% |
| Total Expense | 23,743.80 | 82,201.00 | -58,457.20 | 28.89% |
| Net Income | 48,941.79 | 0.00 | 48,941.79 | 100.0% |

**PENTATHLON COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2021**

| | Annual Budget 10/1/20 - 9/30/21 | Actual Feb-21 | Year To Date Actual 10/1/20 - 2/28/21 |
|--|---------------------------------------|-------------------|--|
| REVENUES | | | |
| ADMINISTRATIVE ASSESSMENTS | 70,044 | 1,363 | 66,156 |
| MAINTENANCE/INFRASTRUCTURE IMPROVEMENT ASSESSMENTS | 10,638 | 207 | 10,047 |
| DEBT ASSESSMENTS | 212,546 | 4,135 | 200,706 |
| INTEREST INCOME | 360 | 0 | 216 |
| TOTAL REVENUES | \$ 293,588 | \$ 5,705 | \$ 277,125 |
| EXPENDITURES | | | |
| INFRASTRUCTURE IMPROVEMENTS | | | |
| IMPROVEMENT CONTINGENCY | 9,000 | 0 | 0 |
| ENGINEERING/INSPECTIONS | 1,000 | 0 | 0 |
| TOTAL INFRASTRUCTURE IMPROVEMENTS | \$ 10,000 | \$ - | \$ - |
| ADMINISTRATIVE EXPENDITURES | | | |
| SUPERVISOR FEES | 6,000 | 0 | 1,000 |
| PAYROLL TAXES (EMPLOYER) | 480 | 0 | 77 |
| MANAGEMENT | 31,296 | 2,608 | 13,040 |
| SECRETARIAL | 3,000 | 250 | 1,250 |
| LEGAL | 8,000 | 0 | 1,900 |
| ASSESSMENT ROLL | 6,000 | 0 | 0 |
| AUDIT FEES | 3,400 | 0 | 0 |
| INSURANCE | 6,000 | 0 | 5,513 |
| LEGAL ADVERTISING | 650 | 0 | 0 |
| MISCELLANEOUS | 1,000 | 7 | 95 |
| POSTAGE | 275 | 2 | 28 |
| OFFICE SUPPLIES | 575 | 3 | 41 |
| DUES & SUBSCRIPTIONS | 175 | 0 | 175 |
| TRUSTEE FEES | 3,500 | 0 | 0 |
| CONTINUING DISCLOSURE FEE | 350 | 0 | 0 |
| WEBSITE MANAGEMENT | 1,500 | 125 | 625 |
| TOTAL ADMINISTRATIVE EXPENDITURES | \$ 72,201 | \$ 2,995 | \$ 23,744 |
| TOTAL EXPENDITURES | \$ 82,201 | \$ 2,995 | \$ 23,744 |
| REVENUES LESS EXPENDITURES | \$ 211,387 | \$ 2,710 | \$ 253,381 |
| BOND PAYMENTS | (199,793) | (4,008) | (190,873) |
| BALANCE | \$ 11,594 | \$ (1,298) | \$ 62,508 |
| COUNTY APPRAISER & TAX COLLECTOR FEE | (5,865) | (56) | (2,660) |
| DISCOUNTS FOR EARLY PAYMENTS | (11,729) | (120) | (10,906) |
| EXCESS/ (SHORTFALL) | \$ (6,000) | \$ (1,474) | \$ 48,942 |
| CARRYOVER FROM PRIOR YEAR | 6,000 | 0 | 0 |
| NET EXCESS/ (SHORTFALL) | \$ - | \$ (1,474) | \$ 48,942 |

| | |
|-----------------------------------|---------------|
| Bank Balance As Of 1/31/21 | \$ 251,448.05 |
| Funds Received: 2/1/21 - 2/28/21 | \$ 5,529.35 |
| Disbursements: 2/1/21 - 2/28/21 | \$ 8,714.31 |
| Bank Balance As Of 2/28/21 | \$ 248,263.09 |
| Accounts Payable As Of 2/28/21 | \$ 7,403.60 |
| Accounts Receivable As Of 2/28/21 | \$ - |
| Available Funds As Of 2/28/21 | \$ 240,859.49 |

**PENTATHLON CDD
TAX COLLECTIONS
2020-2021**

| # | ID# | PAYMENT FROM | DATE | FOR | Tax Collect Receipts | Interest Received | Fees | Discount | Net From Tax Collector | Admin Assessment Income (Before Discounts & Fees) | Maintenance Assessment Income (Before Discounts & Fees) | Debt Assessment Income (Before Discounts & Fees) | Admin Assessment Income (After Discounts & Fees) | Maintenance Assessment Income (After Discounts & Fees) | Debt Assessment Income (After Discounts & Fees) | Debt Assessment Paid to Trustee |
|----|-----|--------------------------|----------|-----------|----------------------|-------------------|---------------|----------------|------------------------|---|---|--|--|--|---|---------------------------------|
| | | | | | | | | | \$ 293,228 | \$ 70,044 | \$ 10,638 | \$ 212,546 | \$ 70,044 | \$ 10,638 | \$ 212,546 | |
| | | | | | | | | | \$ 275,634 | \$ 65,841 | \$ 10,000 | \$ 199,793 | \$ 65,841 | \$ 10,000 | \$ 199,793 | \$ 199,793 |
| 1 | 980 | Miami-Dade Tax Collector | 11/18/20 | NAV Taxes | \$ 16,384.00 | | \$ (156.95) | \$ (689.02) | \$ 15,538.03 | \$ 3,913.80 | \$ 594.40 | \$ 11,875.80 | \$ 3,711.68 | \$ 563.70 | \$ 11,262.65 | \$ 11,262.65 |
| 2 | 742 | Miami-Dade Tax Collector | 11/27/20 | NAV Taxes | \$ 9,128.00 | | \$ (87.63) | \$ (365.12) | \$ 8,675.25 | \$ 2,180.48 | \$ 334.20 | \$ 6,616.32 | \$ 2,072.10 | \$ 314.80 | \$ 6,288.35 | \$ 6,288.35 |
| 3 | 677 | Miami-Dade Tax Collector | 12/09/20 | NAV Taxes | \$ 217,360.50 | | \$ (2,086.66) | \$ (8,694.42) | \$ 206,579.42 | \$ 51,922.68 | \$ 7,886.70 | \$ 157,551.12 | \$ 49,347.22 | \$ 7,495.55 | \$ 149,736.65 | \$ 149,736.65 |
| 4 | 741 | Miami-Dade Tax Collector | 12/22/20 | NAV Taxes | \$ 21,679.00 | | \$ (208.39) | \$ (838.65) | \$ 20,631.96 | \$ 5,178.64 | \$ 786.60 | \$ 15,713.76 | \$ 4,928.36 | \$ 748.65 | \$ 14,954.95 | \$ 14,954.95 |
| 5 | 312 | Miami-Dade Tax Collector | 01/13/21 | NAV Taxes | \$ 6,641.01 | | \$ (64.43) | \$ (199.20) | \$ 6,377.38 | \$ 1,586.36 | \$ 240.95 | \$ 4,813.70 | \$ 1,523.33 | \$ 231.35 | \$ 4,622.70 | \$ 4,622.70 |
| 6 | 273 | Miami-Dade Tax Collector | 01/27/21 | Interest | | \$ 11.72 | | | \$ 11.72 | | | | \$ 11.72 | | | |
| 7 | 493 | Miami-Dade Tax Collector | 02/10/21 | NAV Taxes | \$ 5,705.00 | | \$ (55.85) | \$ (119.80) | \$ 5,529.35 | \$ 1,362.80 | \$ 207.00 | \$ 4,135.20 | \$ 1,320.80 | \$ 200.60 | \$ 4,007.95 | \$ 4,007.95 |
| 8 | | | | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | |
| 16 | | | | | | | | | | | | | | | | |
| 17 | | | | | | | | | | | | | | | | |
| | | | | | \$ 276,897.51 | \$ 11.72 | \$ (2,659.91) | \$ (10,906.21) | \$ 263,343.11 | \$ 66,156.48 | \$ 10,046.85 | \$ 200,705.90 | \$ 62,915.21 | \$ 9,554.65 | \$ 190,873.25 | \$ 190,873.25 |

Assessment Roll:
514 Units X 570.50 = 293,237

Note: \$293,228, \$70,044, \$10,638 and \$212,546 are 2020/2021 Budgeted assessments before discounts and fees.
Note: \$275,634, \$65,841, \$10,000 and \$199,793 are 2020/2021 Budgeted assessments after discounts and fees.

| | |
|-----------------|-----------------|
| \$ 276,897.51 | |
| \$ 11.72 | \$ 263,343.11 |
| \$ (66,156.48) | \$ (62,915.21) |
| \$ (10,046.85) | \$ (9,554.65) |
| \$ (200,705.90) | \$ (190,873.25) |
| \$ - | \$ - |