

University Park Recreation District

12051 Corporate Boulevard, Orlando, FL 32817 Phone: 407-723-5900

<http://universityparkrd.com/>

The following is the agenda for the upcoming Meeting of the Board of Supervisors for the University Park Recreation District ("District"), scheduled to be held at **1:00 p.m. on Friday, February 12, 2021** at University Park, 7671 The Park Blvd, University Park, FL 34201. A quorum will be confirmed prior to the start of the meeting.

Meeting ID: 849 1313 0648

Passcode: 161277

Join meeting via Zoom:

<https://us02web.zoom.us/j/84913130648?pwd=UFI4YkdTREUrRXNYTDd0bzZ2d0xkUT09>

NOTE: If you are calling into the meeting by phone or Zoom, please MUTE your line!

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Administrative Matters

1. Presentation of Awards to Past Board Members
2. Consideration of the Minutes of the December 29, 2020 Board of Supervisors' Workshop Meeting
3. Consideration of the Minutes of the January 5, 2021 Board of Supervisors' Workshop Meeting
4. Consideration of the Minutes of the January 8, 2021 Board of Supervisors' Meeting

Business Matters

5. Consideration of Resolution 2021-06, Authorizing the Club Manager to Remove a Rain Shelter Located Between Holes 4 and 5 on the Golf Course
6. Consideration of Resolution 2021-07, Approval Certain Maintenance and Improvement Projects Relating to the Golf Course and Authorizing the District Manager and Club Manager to Procure Proposals in Accordance With The District Procurement Rules
7. Consideration of Registration and Use of Trademarks Agreement between the District and UPCA
8. Membership Dues, Categories, Access and other considerations - Overview
9. Discussion Pertaining an RFP for the Golf Course Maintenance Upgrades for Summer 2021
10. Discussion of Monthly Board of Supervisors Reports



- 11. Discussion about Agenda Items Preparation for Future Workshop and Workshop Participation Options
- 12. Discussion Pertaining to the Process of the Charter Amendment
- 13. Update on the Website Development with the HOA
- 14. Discussion Material on the District Website
- 15. Ratification of E-Verification Application for the District
- 16. Discussion of Summer Membership

Other Business

- 17. Staff Reports

District Counsel

District Manager

General Manager & Director of Finance

- 1. Management Discussion & Analysis Report
- 2. Ratification of Payment Authorizations # 37-40

District Financials

- 18. Supervisor Requests

Date	Meeting Type	Time	Location	Note
March 2, 2021	Workshop Meeting	10:00 AM	University Park Country Club	TBD
March 12, 2021	BOS Meeting	1:00 PM	University Park Country Club	The Varsity Club

Adjournment



**University Park
Recreation District**

**Presentation of Awards to Past Board
Members**

**University Park
Recreation District**

**Consideration of the Minutes of the
December 29, 2020 Board of Supervisors'
Workshop Meeting**

MINUTES OF MEETING

**UNIVERSITY PARK RECREATION DISTRICT
BOARD OF SUPERVISORS WORKSHOP MEETING**

Tuesday, December 29, 2020 at 10:00 a.m.

Via conference call due to the COVID-19 Executive Order 20-246

Board Members present at roll call:

James Case	Chairperson	(via zoom)
Steve Ludmerer	Vice Chairperson	(via zoom)
Sally Dickson	Assistant Treasurer	(via zoom)
Karen Pagano	2nd Vice Chairperson	(via zoom)
Bill DiPaolo	Treasurer	(via zoom)

Also, Present:

Venessa Ripoll	Assistant District Manager-PFM	(via zoom)
Mark Barnebey	District Counsel- Blalock Walters Law Firm	(via zoom)
Laurie Evans (via zoom)	General Manager- Country Club	
Curtis Nickerson	Director of Properties & Facilities- Country Club	(via zoom)
John Fetsick	Director of Finance- Country Club	(via zoom)
Various Members of the General Public		

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 10:01 a.m. by Ms. Ripoll. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Organizational Matters

Opening Comments

Mr. Case provided opening remarks for the workshop meeting.

Public Comments

There were no public comments at this time.

THIRD ORDER OF BUSINESS

Discussion

Review & Discuss Mission, Vision, Core Values, - Discussion

Mr. Case discussed the Mission, Vision and Core Values of UPRD.

Explore Board of Supervisors responsibilities collectively and individually

Mr. Case discussed the Board of Supervisors responsibilities. The job of the Board is to pursue the statements in the Mission, Vision, and Core Values.

Mr. Ludmerer spoke about Vision of UPRD.

Personal goals for Board term and how to accomplish

- Mr. DiPaolo's personal goals are to reduce RD expense because the money spent on the election of \$15,000.00.
- Mr. Case will be working with Deborah Van Brunt for future Election Process and fees.
- Mr. Ludmerer will look at voting process in Charter and the process of Amending the Charter.
- Ms. Pagano spoke about marketing – Newsletter and talked about a landing page and the look and feel of the Website.
- A request was made to have a search button on the website.

Areas of Board oversight. Some areas to consider including Action Plan areas.

- a) Finance**
- b) Legal**
- c) Marketing & Communication**
- d) UPCA I & Liaison**
- e) Operations**
- f) Strategic & Master Planning**

Mr. DiPaolo discussed the finance of the District and the amount of cash on hand which is approximately \$300,000.00. He will look at cost of each meeting and potential savings. They noted that District Counsel also does not have to be present at the meetings.

UPCAI relationships and liaison will be the responsibility of Mr. Case who will deal with the Association. Mr. DiPaolo suggested all past Board Members be included in those meetings and or discussions.

Strategic Planning Group Action Plan Areas

- a) Membership**
- b) Staffing**
- c) Fitness/Wellness**
- d) Facilities/Amenities**
- e) F & B/Dining**
- f) Gold Course**
- g) Non-Sports**
- h) Racquet Sports**

Ms. Evans suggested the Board wait to commit task to the Board until another workshop is conducted perhaps at the January Workshop.

Overview of Club Operations

Ms. Evans provided an overview of the Club Operations. She discussed chart-staffing.org and spoke about how COVID-19 has changed the business operation of the Country Club.

Financials

Mr. Fetsick discussed the District financials and the long-term goals. He stated the District Accounting services is in house now from previously provided by PFM. . He reviewed his presentation and stated that the financials are due by the 15th of every month.

Strategic & Master Planning

Fawley Bryant/Kimley Horn Presentation

Mr. Schott with Fawley Bryant made a presentation and then Kimley Horn made their presentation.

Laurie asked for schedules to be sent to District staff & the Board

**Strategic Planning Group-
Continuing process and
composition**

Upcoming Meetings

**January 5, 2021 Workshop- 10:00
a.m. – Held Virtually via zoom.**

Review of Club Benchmarking- Presentation by Laurie Evans and Jim Case.

Capital Production- there will be discussion of where the money was spent this past Fiscal Year.

Ms. Evans is going to send a packet to the Board of all existing contracts and Rules and Regulations for the UPRD.

Club Benchmarking Presentation

Club Benchmarking presentation will be reviewed at the January 5, 2021 Board Workshop meeting.

**January 8, 2021 Workshop- 1:00
p.m.- Held in the Varsity Club- New
Location**

The meeting has changed to the Varsity Club and via zoom.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. Case requested a motion to adjourn the workshop meeting at 12:26 p.m.

ON MOTION by Mr. Case, seconded by Mr. DiPaolo, with all in favor, the Wednesday, December 29, 2020 Board of Supervisors' Workshop Meeting for University Park Recreation District was adjourned 12:26 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**University Park
Recreation District**

**Consideration of the Minutes of the January
5, 2021 Board of Supervisors' Workshop
Meeting**

MINUTES OF MEETING

**UNIVERSITY PARK RECREATION DISTRICT
BOARD OF SUPERVISORS WORKSHOP MEETING
Tuesday, January 5, 2021 at 10:00 a.m.**

Board Members present at roll call:

James Case	Chairperson	(via zoom)
Steve Ludmerer	Vice Chairperson	(via zoom)
Sally Dickson	Assistant Treasurer	(via zoom)
Karen Pagano	2nd Vice Chairperson	(via zoom)
Bill DiPaolo	Treasurer	(via zoom)

Also, Present:

Venessa Ripoll	Assistant District Manager-PFM	(via zoom)
Mark Barnebey	District Counsel- Blalock Walters Law Firm	(via zoom)
Laurie Evans	General Manager- Country Club	(via zoom)
Curtis Nickerson	Director of Properties & Facilities- Country Club	(via zoom)
John Fetsick	Director of Finance- Country Club	(via zoom)
Various Members of the General Public		

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 10:01 a.m. by Ms. Ripoll. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Organizational Matters

Opening Comments

Mr. Case provided opening remarks for the workshop meeting.

Public Comments

Homeowner had a question about the million dollar funds spent from the UPRD operation account and requested that John Fetsick provide a summary.

THIRD ORDER OF BUSINESS

Discussion

Club Benchmarking Presentation

Ms. Evans, Mr. Fetsick and Mr. Mantia gave a presentation pertaining the benchmarking for the club.

Ms. Pagano asked how long it takes to do the Preliminary Proposed Budget, Laurie stated about 2 months and they will start in February 2021.

Mr. DiPaolo asked about the golf course maintenance. Mr. Mantia answered the question. Mr. Nickerson also spoke about the golf course. Ms. Evans discussed for 2020 the were 81,500 rounds played.

The Workshop meeting was recessed at 11:09 a.m. The Workshop meeting was reconvened at 11:14 a.m.

Recap the December 29, 2020 Workshop

Mr. Whyte asked questions and stated that they are going to revise the CC&Rs for the HOA in the middle of the year. Mr. Ludmerer suggested the District hold another workshop to go further into detail on some of the items discussed today and previously at the December 29, 2020 workshop. He suggested holding a workshop on February 2, 2021 at 10:00 AM via Zoom. Management will proceed with the proper advertisement for the February 2, 2021 workshop via zoom at 10:00AM.

Mr. Ludmerer stated some of the topics to address in the workshop are as follows:

1. Implications of Grand Father Clause
2. 20-year sunset
3. Eliminate inheritance provision
4. All registered agents to be members.

Mr. Barnebey has been asked to look at possible charter amendments as it relates to the election process , who should be eligible to vote, and should the District issue another bond issuance.

Mr. Ludmerer mentioned as a reminder to file the Form 1 .

The Board also discussed an additional workshop on April 1, 2020 to address the Master Plan at 10:00 AM.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. Case requested a motion to adjourn the workshop meeting at 12:03 p.m.

ON MOTION by Mr. Case, seconded by Mr. DiPaolo, with all in favor, the Tuesday, January 5, 2021 Board of Supervisors' Workshop Meeting for University Park Recreation District was adjourned 12:03 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**University Park
Recreation District**

**Consideration of the Minutes of the January
8, 2021 Board of Supervisors' Meeting**

MINUTES OF MEETING

**UNIVERSITY PARK RECREATION DISTRICT
BOARD OF SUPERVISORS MEETING**

Friday, January 8, 2021 at 1:00 p.m.

7671 The Park Blvd.

University Park, FL 34201

Board Members present at roll call:

James Case	Chairperson
Steve Ludmerer	Vice Chairperson
Sally Dickson	Assistant Treasurer
Karen Pagano	2nd Vice Chairperson
Bill DiPaolo	Treasurer

Also, Present:

Jane Gaarlandt	District Manager-PFM
Venessa Ripoll	Assistant District Manager- PFM (via zoom)
Mark Barnebey	District Counsel - Blalock Walters Law Firm
Laurie Evans	General Manager- Country Club (via zoom)
John Fetsick	Director of Finance- Country Club
Various Members of the General Public	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 1:00 PM by Ms. Gaarlandt. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Organizational Matters

Public Comments

There were no public comments at this time.

THIRD ORDER OF BUSINESS

Administrative Matters

**Consideration of Minutes of the
December 11, 2020 Board of
Supervisors Meeting**

The Board reviewed the minutes of the December 11, 2020 Board of Supervisors Meeting. Ms. Pagano and Mr. Ludmerer provided edits to the minutes.

ON **MOTION** by Ms. Pagano, seconded by Mr. DiPaolo, with all in favor, the approved Minutes from the December 11, 2020 Board of Supervisors Meeting with the recommended edits.

**Designation of the Liaison Person
to the UPCA, Pursuant to Mutual
Cooperation Agreement**

Mr. Case stated at the Workshop that he would take on this role. A discussion took place.

ON **MOTION** by Mr. DiPaolo, seconded by Ms. Dickson, with all in favor, the Board appointed Mr. Case as the Liaison Person to the UPCA, Pursuant to Mutual Cooperation Agreement.

FOURTH ORDER OF BUSINESS

Staff Reports

District Counsel- Mr. Barnebey provided updates on the two ongoing litigations as it relates to outstanding assessments. A discussion took place regarding the election procedures. Mr. Barnebey provided options for Amendment to the Charter.

ON **MOTION** by Mr. Ludmerer, seconded by Mr. DiPaolo, with all in favor, the Board approved District Staff to proceed with suggestions to amend the Charter and allow the District to issue bonds through private sale transaction.

District Manager-

1. Confirm Workshop Meeting 2/2/2021
2. Confirm Board of Supervisors Meeting 2/12/2021

Both of the meetings were confirmed, and proper advertisement will be placed.

General Manager Report-

1. Monthly Report

Membership loss is less dire than anticipated. The Club budgeted for a net loss of 10 full memberships, but the Club only lost 7.

Review of District Financial Statements-

The District Financial Statements is through the end of November 2020 and was previously submitted to the Board.

Supervisor Requests-

Focus Workshops: Membership & Finances/Capital.

- 1. Identify speakers by name for benefit of zoom participants
- 2. Request for additional speakers.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. Case requested a motion to adjourn the Board of Supervisors meeting at 2:15 p.m.

ON MOTION by Mr. Case, seconded by Ms. Dickson, with all in favor, the Friday, January 8, 2021 Board of Supervisors' Meeting for University Park Recreation District was adjourned 2:15 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

University Park Recreation District

Resolution 2021-06, Authorizing the Club Manager to Remove a Rain Shelter Located Between Holes 4 and 5 on the Golf Course

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT AUTHORIZING THE CLUB MANAGER TO REMOVE THE RAIN SHELTER LOCATED BETWEEN HOLES 4 AND 5 ON THE GOLF COURSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District (hereinafter the "District") is a recreational district created by Manatee County Ordinance 18-29 (the "Charter"), pursuant to the provisions of Chapter 418, Florida Statutes; and

WHEREAS, the District is empowered under the Charter and Chapter 418, Florida Statutes to operate and manage the Golf Course and other District property for the benefit of its residents, and in furtherance thereof to exercise the rights and privileges under the laws of the State of Florida; and

WHEREAS, the District desires to authorize the Club Manager to remove the rain shelter located between holes 4 and 5 on the Golf Course for public safety purposes.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. The Club Manager is hereby authorized to immediately remove the rain shelter located between holes 4 and 5 on the Golf Course.
2. This Resolution shall supersede any resolutions in conflict and become effective upon its passage.

PASSED AND ADOPTED this 12th day of February 2021.

ATTEST:

BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT

Secretary

James Case, Chairman

University Park Recreation District

Resolution 2021-07, Approval Certain Maintenance and Improvement Projects Relating to the Golf Course and Authorizing the District Manager and Club Manager to Procure Proposals in Accordance With The District Procurement Rules

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT APPROVING CERTAIN MAINTENANCE AND IMPROVEMENT PROJECTS RELATING TO THE GOLF COURSE; AUTHORIZING THE DISTRICT MANAGER AND CLUB MANAGER TO PROCURE PROPOSALS FOR SUCH PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District (hereinafter the "District") is a recreational district created by Manatee County Ordinance 18-29 (the "Charter"), pursuant to the provisions of Chapter 418, Florida Statutes; and

WHEREAS, the District is empowered under the Charter and Chapter 418, Florida Statutes to operate and manage the Club, including the Golf Course, and other District property for the benefit of its residents, and in furtherance thereof to exercise the rights and privileges under the laws of the State of Florida; and

WHEREAS, the Golf Course is in need of the following maintenance and improvements:

1. Bunker Rebuild and Restoration on the Mid and Back Nine Holes
2. Expand, re-contour and resurface tees, as appropriate, on the Mid and Back Nine Holes
3. Repair or replace broken cart paths
4. Restore lake bank as needed, and
5. Other associated improvements.

(the "Projects")

WHEREAS, the District needs to procure proposals for each Project;

WHEREAS, the District desires to approve the Projects and authorize the District Manager and Club Manager to procure proposals for the Projects in accordance with the District procurement rules.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. The District hereby approves the Projects.
2. The District authorizes the District Manager and Club Manager to procure proposals for the Projects in accordance with the District procurement rules.

3. This Resolution shall supersede any resolutions in conflict and become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF THE
UNIVERSITY PARK RECREATION
DISTRICT**

Secretary

James Case, Chairman

University Park Recreation District

Consideration of Registration and Use of Trademarks Agreement between the District and UPCA



8301 The Park Boulevard
University Park, FL 34201

Mr. James Case
UNIVERSITY PARK RD
12051 Corporate Blvd.
Orlando, FL 32817

January 26, 2021

RE: Registration and Use of Trademarks

Dear Mr. Case:

This letter refers to the Mutual Cooperation Agreement (the "MCA"), dated December 13, 2019, by and between University Park Community Association, Inc., a Florida not for profit corporation having a business address of 8301 The Park Boulevard, University Park, FL 34201 (the "Association") and University Park Recreation District, a recreation district having a business address of 12051 Corporate Blvd. Orlando, FL 32817 (the "District", together with the Association, the "Parties"). This letter confirms agreements by and between the Association and the District regarding certain trademarks.

The Parties acknowledge and agree that the Association is the registered owner of the trademarks UNIVERSITY PARK, UNIVERSITY PARK COUNTRY CLUB, and UNIVERSITY PARK GRILLE & CAFÉ, together with all associated goodwill and the following U.S. Trademark Registration and Applications therefor (together, the "Trademarks"):

TRADEMARK	REG./SER. NO.	GOODS/SERVICES
UNIVERSITY PARK	2,497,948 Registered: Oct. 16, 2001	Class 36: Leasing of residential real estate and real estate management services; Class 37: Residential real estate development services; Class 41: Development and management of a golf course and country club
UNIVERSITY PARK	6,167,777 Registered: Oct. 6, 2020	Class 43: Restaurant and bar services; rental of banquet and social function facilities for special occasions, namely, wedding receptions and parties
UNIVERSITY PARK COUNTRY CLUB	6,245,540 Registered: Jan. 12, 2021	Class 41: Country club services; golf course services; Class 43: Restaurant and bar services; rental of banquet and social function facilities for special occasions, namely, wedding receptions and parties
UNIVERSITY PARK GRILLE & CAFÉ	6,245,540 Registered: Jan. 12, 2021	Class 43: Restaurant and bar services; rental of banquet and social function facilities for special occasions, namely, wedding receptions and parties
UNIVERSITY PARK COUNTRY CLUB	6,243,533 Registered: Jan. 12, 2021	Class 25: Apparel, namely, shirts and hats

University Park Recreation District

Page 2 of 2

The Association grants the District a royalty free license to use the above Trademarks subject to the terms of the MCA, including but not limited to the quality control provisions of the Terms and Conditions: Paragraphs 6 (Consistent look and image), 12 (Marketing of University Park), and 14 (Compliance with Legal Requirements) of the MCA, for as long as the MCA remains in effect.

The Parties agree that all costs and expenses related to the Trademarks above, including but not limited to legal fees, filing fees and defense fees will be shared equally between the Parties.

Please acknowledge your agreement with the foregoing by signing a copy of this letter in the space provided below and returning it to the undersigned. Thank you for your consideration and cooperation.

Very truly yours,

UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC.



Name: John Whyte
Title: President

ACKNOWLEDGED AND AGREED:

UNIVERSITY PARK RECREATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

University Park Recreation District

Membership Dues, Categories, Access and
other considerations - Overview

University Park Recreation District

Discussion Pertaining an RFP for the Golf
Course Maintenance Upgrades for Summer
2021

University Park Recreation District

Discussion of Monthly Board of Supervisors Reports

Marketing Committee
Update
2/1/2021

Target markets – deeper dive

- UP and UPCC Targets
- Intersections
- Importance of Real Estate targets

Impacts on Marketing Plan

- Evolving Club Membership plans
- Master Planning
- Other

March Goals

- Update to 2018 Marketing Framework
 - Refined market definitions
- Refine/prioritize list of advertising vehicles
 - Cost effectiveness/KPI's
- Real Estate Marketing Analysis
 - Tweaks to Version 1 which has been published
 - SWOT analysis of competition
- Integrate information from 2/2 RD Workshop
 - Membership categories
 - Amenities and services
- Identity of our Community and Club
 - Current and future
 - Consistent use of trademarks

Overall development of Marketing Plan

- Version 1.0 target June 30, 2021
- Marketing Director Position – defined
 - Internal/external needs

Next meeting 3/1/21 10am

University Park Recreation District

**Discussion about Agenda Items
Preparation for Future Workshop and
Workshop Participation Options**

University Park Recreation District

Discussion Pertaining to the Process of the Charter Amendment

University Park Recreation District

**Update on the Website Development with
the HOA**

University Park Recreation District

Discussion Material on the District Website

**University Park
Recreation District**

**Ratification of E-Verification Application for
the District**

Company ID Number: 1631720

**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 University Park Recreation District (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 employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1631720

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

Company ID Number: 1631720

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

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(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 OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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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.

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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

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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

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- 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 Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), 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

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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

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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.

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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,

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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.

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Approved by:

Employer University Park Recreation District	
Name (Please Type or Print) Vivian Carvalho	Title
Signature Electronically Signed	Date 01/21/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/21/2021

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	University Park Recreation District
	12051 CORPORATE BLVD ORLANDO, FL 32817
	ORANGE
Employer Identification Number	320577393
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Vivian Carvalho
Phone Number (407) 723 - 5900
Fax Number (407) 723 - 5901
Email Address carvalhov@pfm.com

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University Park Recreation District

Discussion of Summer Membership

University Park Country Club

Membership Discussion

February 12, 2021

Summer Memberships

Factors to Consider:

- COVID -19 impact on annual members
- Golf Course renovation on 9 holes
- Potential renovation of Café
- Varsity Club Closed – no TGIF or card games
- Less Fitness Centre use – no indoor classes
- Added Pickleball on clay drop in play

Summer Memberships

Recommendation(s):

- All Summer Memberships become a one-time opportunity, effective immediately.
- 2021 Summer Membership would run May 1 through October 31. If registered by March 31, Membership begins April 15.
- Summer Golf Membership:
 - Golf Members would receive 7-day advance weighted tee time requests (currently 4 days).
 - No Free Guest/Cart Fee Rounds

Recommended Dues & Fees:

- Increase ALL membership dues
- Remove the \$50 Processing Fee
- Remove the Food & Beverage Minimum

Summer Memberships

Financial Recommendation(s):

- Golf

	Single			Family	
Golf	2020	2021		2020	2021
Total Dues & Fees	\$ 589	\$ 803		\$ 749	\$ 1,070
F&B Minimum	250	-		250	-
Total Cost	839	803		999	1,070
Blended Cart Fee	\$ 18	\$ 18		\$ 18	\$ 18
Average # of Rounds	24	24		48	48
Total Cart Fees	\$ 438	\$ 438		\$ 876	\$ 876
Average Cost Per Round	\$ 43	\$ 52		\$ 34	\$ 41

	18-Hole	9-Hole	Average
Outside/Public	\$ 53	\$ 34	\$ 48
Guest	\$ 40	\$ 26	\$ 36

Summer Memberships

Financial Recommendation(s):

- Tennis & Fitness

	Single			Family	
Tennis & Fitness	2020	2021		2020	2021
Total Dues & Fees	\$ 321	\$ 535		\$ 428	\$ 642
F&B Minimum	250	-		250	-
Total Cost	\$ 571	\$ 535		\$ 678	\$ 642

- Social

Social	2020	2021
Total Dues & Fees	\$ 107	\$ 375
F&B Minimum	250	-
Total Cost	\$ 357	\$ 375

Membership Categories & Access

- NEW Twilight Full Membership
 - GOLF
 - 6 months of high season (Nov-Apr) – Can play golf after a certain time (1 or 2 PM?)
 - 6 months of summer season (May-Oct) – Can play golf at any time (like a summer member did)
 - 7-day Advance Weighted Tee Time Requests
 - Pay Cart Fee as Normal
 - TENNIS/FITNESS
 - Access after a certain time (1 or 2 PM?)
 - PICKLEBALL
 - DINING
 - MEMBER EVENTS
 - CARD GROUPS
 - CROQUET
 - Access at ALL Times
- Cost to be determined based on benefits and other annual category pricing.

Other Membership Considerations

- Membership Category Changes
- Resident/Social Memberships
- Food & Beverage Minimums

University Park Recreation District

Staff Reports

**University Park
Recreation District**

General Manager & Director of Finance

University Park Recreation District
Management Discussion & Analysis Report
As of January 31, 2020

Overview

Despite the ongoing challenges presented by the current health crisis, January proved to be another busy month. Our members have proven that they are resilient and have adapted to our new normal. We are encouraged by the positive trends we are seeing, but we are keenly aware that COVID-19 persists and its potential negative impact on our business operation remains.

Golf play in January outpaced budget as well as last year's results by a small margin. Food and beverage sales at The Park Grille were strong and special dining and take-out events are consistently selling out. The tennis courts are busy and special events, scheduled to fill the competitive league void, are all well attended. The popularity of outdoor fitness classes continues to build, and more and more members are returning to personal training.

Outstanding weather and golf course conditions continue to be the driving forces behind the positive financial performance of the golf operation. Curtis Nickerson and his team continue to provide golfers with course conditions typically found at exclusive private clubs with significantly fewer rounds. Golfers have taken notice and social media and golf booking engine ratings are consistently high.

Food and Beverage sales were strong, the exception being banquet and member events. À la carte dining and take-out food service are pacing well ahead of budget and last year. Private parties and banquets that historically drive revenue in high season months continue to be virtually non-existent. We are scheduling more and more member events and we are beginning to see some banquet bookings in March and beyond.

Many members and residents have received the COVID-19 vaccine. Our attempts to bring a vaccination clinic to University Park have been unsuccessful thus far despite letters having been sent to local health department officials and the Governor's office. Managing the changing COVID-19 landscape will be challenging with vaccinated members resisting the mandatory mask requirement. We will remain vigilant in our COVID-19 protocols and continue our daily microbial fogging of the club facilities and mandatory mask requirement for all staff members and visitors to the club.

The Varsity Club remains closed for all activities until such time as COVID-19 conditions warrant. The Card Room will be used temporarily as office space for the PBM staff during the former Sales Office renovations in the coming months.

University Park Recreation District
Management Discussion & Analysis Report
As of January 31, 2020

Strategic Planning

The Fawley Bryant Architecture team presented their 30-Day findings at the RD Workshop on February 1st. The presentation is posted on the RD website. Next steps include a meeting with the Strategic Planning Group at the Fawley Bryant offices followed by a special RD Workshop for RD Supervisors to provide input. Both meetings will take place in February in advance of the March 2nd Workshop at which Fawley Bryant will present their first set of ideas/plans for comment and input.

The Strategic/Master Planning Group is now meeting in topic specific small groups to begin implementing the Action Plans developed during the Strategic Planning process last year. The first group to undertake this process is the Membership team which is focused on current and future membership classes, access, and price structure. An initial, foundational report was presented to the Supervisors at the February 2nd workshop. That report is posted on the RD website.

Food and Beverage

Our food and beverage team continue to find ways to provide new and innovative dining and take-out opportunities. Prime Rib, Italian and Lobster Nights in January were all well received. A record 260 lobsters were sold, with more than half being carried out.

Interest in member events is growing and we are adding new events in February including Bingo & Beignets and Tringo, a Bingo/Trivia hybrid. Valentine's Day has a new look with a romantic dinner on Saturday night without the requisite dancing and a Valentine's Day Brunch on Sunday, February 14th. Sunday Brunch in its new, COVID-19 friendly format, has proven to be very popular with à la carte breakfast items and an expanded lunch menu rather than the expansive Sunday Brunch Buffet offered in the past. As COVID-19 restrictions lift and buffet meals are once again "safe" we will find innovative ways to re-imagine this Sunday tradition at UPCC.

Golf

Total golf rounds in January at 9,050 reflect the popularity of our golf course and the high volume of traffic that the golf course is experiencing. Member rounds contributed 4934 to the total and 4116 were outside rounds.

This increased and ongoing golf course traffic, especially in the colder months, is going to result in wear on the golf course that is unavoidable. High traffic areas, tee boxes and the driving range are all taking a beating.

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We saw no rate resistance to the aggressive \$110 morning rate that became effective December 18th no negative impact on golf play. The 18-hole morning rate will increase to \$125 on February 1st.

Participation in the women’s and men’s golf associations has increased as members stay close to home and engage in activities in a safe environment with fellow members.

Membership

Membership sales in January were better than expected with 4 new full memberships sold. The strong resale home market is driving additional membership sales including 7 new resident social memberships.

Trial membership sales have also been brisk, bringing additional revenue to all areas of the club.

Inquiries regarding Summer memberships have already been coming in and we anticipate strong sales again this year.

Membership Sales - 1/29/2021																			
		Full	Tennis	Sports	Social	Soc/ Res - Cmty Reard	Twiligh t Tennis	Jr. Exec.	Change in Annual Mbrs	Trial Full	Trial Ten/Fit	Trial Fit/So c	Trial Social	Sum Golf	Sum Tennis	Sum Dining	Change in Other Mbrs	Required Community Memberships	
2020 Totals		291	106	79	208	459	8	3	1154	7	7	3	4	0	0	0	21	823	
	1/8	2		-1		2			3	5		0					5	2	2 Soc/Res
	1/13	1	-2	-1	1	1			0	1		2					3	0	0 Soc/Res
	1/19	1	1		-2	-1			-1	2							2	1	1 Tennis
	1/22					3			3	2							2	3	3 Soc/Res
NEW	1/29			-1		1	1		1	4	1		2				7	2	2 Soc/Res
Total Members		295	105	76	207	465	9	3	1160	21	8	5	6	0	0	0	40	831	709 currently req.

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Statements of Operations (as of December 31, 2020):

SUMMARY STATEMENT OF OPERATIONS	FY2021	FY2021	FY2021	FY2021	
Description	YTD Actual	YTD Budget	YTD Variance	Budget	
REVENUE:					
MEMBERSHIP DUES	\$ 792,857	\$ 828,307	\$ (35,450)	\$ 3,490,674	
GOLF OPERATIONS	756,120	573,508	182,612	2,525,706	(a)
TENNIS & FITNESS CENTRE	13,370	15,940	(2,570)	67,806	
RESTAURANT INCOME	402,690	489,746	(87,056)	1,721,582	(b)
OTHER INCOME	-	-	-	5,000	
TOTAL REVENUE	\$ 1,965,037	\$ 1,907,501	\$ 57,536	\$ 7,810,768	
EXPENSES:					
PAYROLL & RELATED:					
GOLF OPERATIONS	\$ 133,576	\$ 145,282	\$ (11,706)	\$ 536,990	
TENNIS & FITNESS CENTRE	51,858	55,542	(3,684)	208,375	
RESTAURANT	304,817	315,979	(11,162)	1,181,409	
GOLF COURSE MAINTENANCE	359,741	380,176	(20,435)	1,426,398	
GENERAL & ADMINISTRATIVE	293,722	298,659	(4,937)	1,088,773	
TOTAL PAYROLL & RELATED	\$ 1,143,714	\$ 1,195,638	\$ (51,924)	\$ 4,441,945	
DIRECT EXPENSES:					
GOLF OPERATIONS	\$ 183,496	\$ 151,688	\$ 31,808	\$ 598,782	
TENNIS & FITNESS CENTRE	22,747	29,495	(6,748)	119,681	
RESTAURANT CGS	191,206	177,625	13,581	665,791	(b)
RESTAURANT OPER EXP	113,125	122,279	(9,154)	425,426	
GOLF COURSE MAINTENANCE	339,549	342,288	(2,739)	1,186,312	
GENERAL & ADMIN	117,174	90,143	27,031	315,472	
PROPERTY INSURANCE	47,710	49,383	(1,673)	197,532	
OTHER	34	3,540	(3,506)	14,160	
TOTAL DIRECT EXPENSES	\$ 1,015,041	\$ 966,441	\$ 48,600	\$ 3,523,156	
OPERATING INCOME/(LOSS)	\$ (193,718)	\$ (254,578)	\$ 60,860	\$ (154,333)	
INITIATION FEES & OTHER	158,833	112,625	46,208	159,250	
OPERATIONS RECOVERY SURCHARGE (1/1/21-9/30/21)	-	-	-	361,710	
SUB-TOTAL	\$ (34,885)	\$ (141,953)	\$ 107,068	\$ 366,627	
RD GOVERNANCE- REVENUE	2,328			-	
RD GOVERNANCE- DISTRICT MANAGEMENT	(17,500)			(70,000)	
RD GOVERNANCE- LEGAL	(18,486)			(35,000)	(c)
RD GOVERNANCE- OTHER	(37,697)			(112,090)	(d)
	(71,355)	-	-	(217,090)	
SURPLUS FOR OTHER RD NEEDS	\$ (106,240)	\$ (141,953)	\$ 107,068	\$ 149,537	

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- (a) \$183k increase over Budget due to 2,389 more rounds than budgeted, including 1,103 outside rounds, and aggressive pricing.
- (b) Continued impact of COVID-19, particularly no Banquet events. Higher COGS is due to “To Go” Service costs vs. traditional Indoor Dining.
- (c) Legal includes \$4k of expenses related to FY2020 paid in FY2021.
- (d) FY2021 YTD expenses include unique/unbudgeted expenses for the Election (\$13k) and Accounting (\$6k) which will smooth out variance to Budget over the balance of the FY.

Revenue Flash Report (as of January 31, 2021):

	January			YTD			
	Actual	Budget	Variance	Actual	Budget	Variance	
MEMBERSHIP DUES	\$ 300,352	\$ 297,214	\$ 3,138	\$ 1,093,208	\$ 1,125,521	\$ (32,313)	
GOLF OPERATIONS	370,547	282,956	87,591	1,126,667	856,464	270,203	(a)
TENNIS & FITNESS CENTRE	7,821	5,604	2,217	21,190	21,544	(354)	
RESTAURANT OPERATIONS	155,958	168,377	(12,419)	558,648	658,123	(99,475)	(b)
TOTAL OPERATING REVENUE:	\$ 834,678	\$ 754,151	\$ 80,527	\$ 2,799,713	\$ 2,661,652	\$ 138,061	
INITIATION FEES & OTHER INC	26,289	11,450	14,839	185,122	124,075	61,047	(c)
OPERATIONS RECOVERY SURCHARGE	38,525	39,720	(1,195)	38,525	39,720	(1,195)	
TOTAL OTHER REVENUE:	\$ 64,814	\$ 51,170	\$ 13,644	\$ 223,647	\$ 163,795	\$ 59,852	
TOTAL REVENUE:	\$ 899,492	\$ 805,321	\$ 94,171	\$ 3,023,360	\$ 2,825,447	\$ 197,913	

- (a) \$270k over Budget YTD due to aggressive pricing and substantially more rounds, as outlined below:

Member Rounds	4,934	3,975	959	16,495	14,250	2,245
Outside Rounds	4,116	3,170	946	13,819	11,770	2,049
	9,050	7,145	1,905	30,314	26,020	4,294

- (b) Reflects continued impact of COVID-19 on restaurant sales as well as the deferral of the F&B minimum spend to December 2021 (generally recorded as revenue in December).
- (c) Reflects new membership sales for the four months ending January 2021. Although net membership dues have decreased overall, new memberships (the basis for Initiation Fees) have exceeded Budget.

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Supervisor Requests