



**CENTURY PARC
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
APRIL 7, 2021
11:00 A.M.**

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

www.centuryparccd.org
786.347.2711 Ext. 2011 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT
Century Park Clubhouse
8950 West Flagler Street
Miami, Florida 33174
REGULAR BOARD MEETING

April 7, 2021
11:00 a.m.

- A.** Call to Order
- B.** Proof of Publication.....Page 1
- C.** Establish Quorum
- D.** Declare Vacancy
- E.** Seat Board Member
- F.** Administer Oath of Office & Review Board Member Responsibilities and Duties
- G.** Elections of Officers
- H.** Additions or Deletions to Agenda
- I.** Comments from the Public for Items Not on the Agenda
- J.** Approval of Minutes
 - 1. October 7, 2021 Regular Board Meeting.....Page 2
- K.** Old Business
- L.** New Business
 - 1. Consider Resolution No. 2021-01 – Adopting a Fiscal Year 2021/2022 Proposed Budget.....Page 6
 - 2. Consider Resolution No. 2021-02 – Ratifying E-Verify Memorandum of Understanding.....Page 13
 - 3. Consider Resolution No. 2021-03 – Ratifying Actions Taken Pursuant to EO No. 20-69.....Page 30
 - 4. Consider Approval of Maintenance Agreement between the District and The Enclave at Century Parc HOA.....Page 34
 - 5. Consider Approval of First Amendment to the Maintenance Agreement between the District and Century Park Condominium Association, Inc.....Page 47
 - 6. Consider Approval of First Amendment to the Maintenance Agreement between the District and Century Park Condominium No. 2 Association, Inc.....Page 54
- M.** Administrative Matters
 - 1. Financial Update.....Page 61
- N.** Board Member Comments
- O.** 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

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

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

09/25/2020

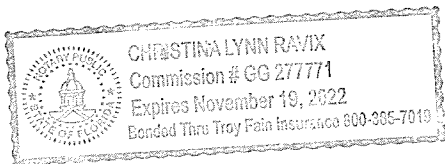
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has 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
25 day of SEPTEMBER, A.D. 2020

C. Ramirez

(SEAL)
GUILLERMO GARCIA personally known to me



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

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Century Parc Community Development District will hold Regular Meetings in the Century Park Clubhouse located at 8950 West Flagler Street, Miami, Florida 33174 at 11:00 a.m. on the following dates:

- October 7, 2020
- February 3, 2021
- April 7, 2021
- June 9, 2021
- August 4, 2021

The purpose of these meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors 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 (786) 347-2711 Ext. 2011 and/or toll free at 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.

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

www.centuryparccdd.org
9/25

20-65/000489433M

**CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
TO JOIN BY VIDEO ACCESS AT:
<https://us02web.zoom.us/j/88103784866>
MEETING ID: 881 0378 4866
DIAL IN: 1-929-436-2866
OCTOBER 7, 2020**

A. CALL TO ORDER

The October 7, 2020, Regular Board Meeting of the Century Parc Community Development District was called to order at 11:00 a.m. via Zoom.

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 19, 2020, as legally required.

Pursuant to and as reported by the Centers for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. It is thereby recommended that we, as a community, practice social distancing.

In consideration of the safety of all and under the Governor's Executive Order 20-69, and as extended by Executive Order 20-112, there is a temporary suspension of the statutory requirement that a quorum be present in person at a specific public place, and authorizing the use of media technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes. The Executive Order does not waive any other requirement of Florida's Constitution or Florida's Government-in-the-Sunshine Laws.

As such to join said meeting the following information was advertised and posted on the District's website:

Due to the COVID-19 public health emergency, the October 7, 2020, meeting is being held utilizing communications media technology.

Join Zoom Meeting: <https://us02web.zoom.us/j/88103784866>

Meeting ID: 881 0378 4866

Dial In Phone Number: 1 929 436 2866

C. ESTABLISH A QUORUM

It was determined that the virtual attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting: Chairman Nelson Avendano, Vice Chairperson Ysela Llort and Supervisor Marco Tulio Villalobos.

Staff in virtual attendance included: District Manager Gloria Perez of Special District Services, Inc.; and District Counsel Vanessa Steinerts of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO 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 from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. August 5, 2020, Public Hearing & Regular Board Meeting

The minutes of the August 5, 2020, Public Hearing & Regular Board Meeting were presented and the Board was asked if there were any corrections and/or additions.

There being no corrections and/or additions, a **MOTION** was made by Supervisor Llord, seconded by Supervisor Villalobos and unanimously passed approving the minutes of the August 5, 2020, Public Hearing & Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Resolution No. 2020-04 – Ratifying Actions Taken by the Board Pursuant to EO No. 20-69, as Amended and Extended

Mrs. Perez presented Resolution No. 2020-04, entitled:

RESOLUTION 2020-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CENTURY PARC 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

Mrs. Perez advised that since the Executive Order was further extended after the agenda and meeting book were posted, the presented Resolution would need to be updated and brought back before the Board for consideration at a future date, once the Emergency Order is no longer in effect.

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

Mrs. Perez presented Resolution No. 2020-05, entitled:

RESOLUTION NO. 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC 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.

Mrs. Perez explained, as done every year for administrative and statutory requirements, within 60 days of any given fiscal year end, the Board adopts a revised/amended budget for said year. The fiscal year ended on September 30, 2020. This is the reason it is administrative in nature (past year’s budget for past year’s expenses) and will serve as the Board’s final approval/ratification of the District’s expenditures for the past fiscal year.

A **MOTION** was made by Supervisor Llort, seconded by Supervisor Avendano and unanimously passed to adopt Resolution No. 2020-05, adopting a Fiscal Year 2019/2020 Amended Budget.

3. Consider Amendment to Condo Association Maintenance Agreement

This item was tabled and will be brought back for consideration at the next scheduled meeting.

4. Consider Amended to Condo 2 Association Maintenance Agreement

This item was tabled and will be brought back for consideration at the next scheduled meeting.

5. Consider New Enclave HOA Maintenance Agreement

This item was tabled and will be brought back for consideration at the next scheduled meeting.

I. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez presented the financials in the meeting book and briefly reviewed them with the Board, pointing out that available funds as of August 31, 2020, were \$138,042.36.

2. Financial Risk Management Policy Review/Update

Mrs. Perez presented the Financial Risk Management Policy in the meeting book and reviewed the same with the Board;

FINANCIAL RISK MANAGEMENT POLICY

Special District Services, Inc. (“SDS, Inc.”), acting in the capacity of District Manager, as part of good management practices and to satisfy annual audit requirements does implement certain measures and procedures to identify and mitigate financial mismanagement/fraud risks, as follows:

a. Each month the District's operating/checking bank account is reconciled by an authorized person who has not deposited funds to, processed expenditures or written checks from, that particular operating/checking account; and

b. Each expenditure from the District's operating/checking account requires a minimum of two (2) approvals from authorized staff and/or District officials and the respective approvals are provided by persons other than the preparer of the expenditure(s); and

c. All financial transactions are logged and maintained by the District Manager for record keeping purposes; and

d. A designated member of the Board (by an electronic approval procedure) has an opportunity to review the District's expenditure(s) prior to the payment(s) being released; and

e. The District engages an independent firm, pursuant to Chapter 218.391, Florida Statutes, to audit the prior year's financial activities (October 1st through September 30th) from which an independent fiscal year annual audit is prepared; and

f. Within sixty (60) days of the end of each fiscal year (September 30th) the District's Board of Supervisors reviews, pursuant to Chapter 189.418(5), Florida Statutes, the prior year's budget relative to actual revenues and expenditures and adopts by resolution an amended/revised final budget.

J. BOARD AND STAFF CLOSING COMMENTS

There were no closing comments.

K. ADJOURNMENT

The Regular Board Meeting was adjourned by defaults at 11:14 a.m., after the first Board Member signed off the Zoom call and there was no longer a quorum to officially adjourn the meeting.

ATTESTED BY:

Secretary/Assistant Secretary

Chairman/Vice-Chairperson

RESOLUTION NO. 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Century Parc Community Development District (“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 CENTURY PARC 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 June 9, 2021 at 11:00 a.m. in the Century Park Clubhouse, 8950 West Flagler Street, Miami, Florida 33174, for the purpose of receiving public comments on the Proposed Fiscal Year 2021/2022 Budget.

PASSED, ADOPTED and EFFECTIVE this 7th day of April, 2021.

ATTEST:

**CENTURY PARC
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Century Parc
Community Development District

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

CONTENTS

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

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

	FISCAL YEAR 2021/2022 BUDGET
REVENUES	
Administrative Assessments	78,073
Maintenance Assessments	59,538
Debt Assessments	350,210
Other Revenues	0
Interest Income	420
TOTAL REVENUES	\$ 488,241
EXPENDITURES	
MAINTENANCE EXPENDITURES	
Maintenance/Contingency - Drainage	19,250
Maintenance/Contingency - Roads	34,710
Engineering/Inspections	2,000
TOTAL MAINTENANCE EXPENDITURES	\$ 55,960
ADMINISTRATIVE EXPENDITURES	
Supervisor Fees	7,000
Payroll Taxes (Employer)	560
Management	32,616
Secretarial	4,200
Legal	7,000
Assessment Roll	6,000
Audit Fees	3,600
Insurance	6,100
Legal Advertisements	575
Miscellaneous	750
Postage	300
Office Supplies	650
Dues & Subscriptions	175
Trustee Fees	3,400
Continuing Disclosure Fee	350
Website Management	2,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 75,276
TOTAL EXPENDITURES	\$ 131,236
REVENUES LESS EXPENDITURES	\$ 357,005
Bond Payments	(329,197)
BALANCE	\$ 27,808
County Appraiser & Tax Collector Fee	(9,761)
Discounts For Early Payments	(19,522)
Excess/ (Shortfall)	\$ (1,475)
Carryover From Prior Year	1,475
Net Excess/ (Shortfall)	\$ -

DETAILED PROPOSED BUDGET
CENTURY PARC 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	79,367	75,127	78,073	Expenditures Less Interest & Carryover/.94
Maintenance Assessments	59,538	59,538	59,538	Expenditures/.94
Debt Assessments	349,996	353,187	350,210	Bond Payments/.94
Other Revenues	0	0	0	
Interest Income	528	420	420	Interest Estimated At \$35 Per Month
TOTAL REVENUES	\$ 489,429	\$ 488,272	\$ 488,241	
EXPENDITURES				
MAINTENANCE EXPENDITURES				
Maintenance/Contingency - Drainage	6,100	19,250	19,250	No Change From 2020/2021 Budget
Maintenance/Contingency - Roads	0	34,710	34,710	2031 Road Project - Fifth Year
Engineering/Inspections	975	2,000	2,000	No Change From 2020/2021 Budget
TOTAL MAINTENANCE EXPENDITURES	\$ 7,075	\$ 55,960	\$ 55,960	
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees	3,600	7,000	7,000	Supervisor Fees
Payroll Taxes (Employer)	275	560	560	Projected At 8% Of Supervisor Fees
Management	31,452	32,172	32,616	CPI Adjustment
Secretarial	4,200	4,200	4,200	No Change From 2020/2021 Budget
Legal	6,435	7,000	7,000	No Change From 2020/2021 Budget
Assessment Roll	6,000	6,000	6,000	As Per Contract
Audit Fees	3,400	3,500	3,600	Accepted Amount For 2020/2021 Audit
Insurance	5,251	6,100	6,100	Insurance Estimate
Legal Advertisements	769	575	575	No Change From 2020/2021 Budget
Miscellaneous	454	750	750	No Change From 2020/2021 Budget
Postage	211	325	300	\$25 Decrease From 2020/2021 Budget
Office Supplies	247	675	650	\$25 Decrease From 2020/2021 Budget
Dues & Subscriptions	175	175	175	No Change From 2020/2021 Budget
Trustee Fees	3,400	3,400	3,400	No Change From 2020/2021 Budget
Continuing Disclosure Fee	350	350	350	No Change From 2020/2021 Budget
Website Management	2,000	2,000	2,000	No Change From 2020/2021 Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 68,219	\$ 74,782	\$ 75,276	
TOTAL EXPENDITURES	\$ 75,294	\$ 130,742	\$ 131,236	
REVENUES LESS EXPENDITURES	\$ 414,135	\$ 357,530	\$ 357,005	
Bond Payments	(333,953)	(331,996)	(329,197)	2022 P & I Payments Less Earned Interest
BALANCE	\$ 80,182	\$ 25,534	\$ 27,808	
County Appraiser & Tax Collector Fee	(4,709)	(9,761)	(9,761)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(17,653)	(19,523)	(19,522)	Four Percent Of Total Assessment Roll
Excess/ (Shortfall)	\$ 57,820	\$ (3,750)	\$ (1,475)	
Carryover From Prior Year	0	3,750	1,475	Carryover From Prior Year
Net Excess/ (Shortfall)	\$ 57,820	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET

CENTURY PARC 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
Interest Income	2,754	100	25	Projected Interest For 2021/2022
NAV Tax Collection	333,953	331,996	329,197	2022 P & I Payments Less Earned Interest
Total Revenues	\$ 336,707	\$ 332,096	\$ 329,222	
EXPENDITURES				
Principal Payments	195,000	210,000	215,000	Principal Payment Due In 2022
Interest Payments	132,265	122,096	114,222	Interest Payments Due In 2022
Total Expenditures	\$ 327,265	\$ 332,096	\$ 329,222	
Excess/ (Shortfall)	\$ 9,442	\$ -	\$ -	

Series 2012 Refunding Bonds Information

Original Par Amount =	\$4,305,000	Annual Principal Payments Due =	November 1st
Interest Rate =	1.5% - 4.25%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	April 2012		
Maturity Date =	November 2031		

Par Amount As Of 1/1/2021 = \$2,835,000

Century Parc Community Development District Assessment Comparison

	Fiscal Year 2018/2019 Assessment*	Fiscal Year 2019/2020 Assessment*	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Projected Assessment*
Administrative	\$ 100.67	\$ 102.46	\$ 98.21	\$ 102.06
Maintenance	\$ 77.83	\$ 77.83	\$ 77.83	\$ 77.83
<u>Debt</u>	<u>\$ 461.25</u>	<u>\$ 459.32</u>	<u>\$ 463.50</u>	<u>\$ 459.60</u>
Total For 691 Units	\$ 639.75	\$ 639.61	\$ 639.54	\$ 639.49
Administrative	\$ 100.67	\$ 102.46	\$ 98.21	\$ 102.06
Maintenance	\$ 77.83	\$ 77.83	\$ 77.83	\$ 77.83
<u>Debt</u>	<u>\$ 461.25</u>	<u>\$ 459.32</u>	<u>\$ 463.50</u>	<u>\$ 459.60</u>
Total For 74 Townhomes	\$ 639.75	\$ 639.61	\$ 639.54	\$ 639.49

* Assessments Include the Following :

-
- 4% Discount for Early Payments
 - 1% County Tax Collector Fee
 - 1% County Property Appraiser Fee

Community Information:

Condominiums	691
<u>Townhomes</u>	<u>74</u>
Total Units	765

Townhomes Information

Total Units	74
<u>Prepayments</u>	<u>3</u>
Billed For Debt	71

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTURY PARC 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 Century Parc 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 (DHS), 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 CENTURY PARC 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 7th day of April, 2021, by the Board of Supervisors of the Century Parc Community Development District.

**CENTURY PARC 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:	

RESOLUTION 2021-03

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CENTURY PARC 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

WHEREAS, the COVID-19 pandemic has significantly impacted the Century Parc Community Development District (the “District”) and those residing and owning property within the boundaries of the District; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis (the “Governor”) issued Executive Order No. 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, the Governor issued Executive Order No. 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, in a series of actions in March 2020, President Donald Trump, the Centers for Disease Control and Prevention (the “CDC”), and the White House Coronavirus Task Force have issued guidance advising individuals to adopt far-reaching social distancing measures recommending restrictions on mass gatherings and congregations, including public meetings; and

WHEREAS, on March 20, 2020, the Governor issued Executive Order No. 20-69 temporarily suspending the statutory requirement that a quorum be present in person at a specific

public place, authorizing the use of media communications technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes; and

WHEREAS, Executive Order No. 20-69 was amended and extended by subsequent Executive Orders of Governor Ron DeSantis, including Executive Order No. 20-246, which extended the temporary suspension of the statutory requirement that a quorum be present at a specific place and authorizing the use of media communications technology, until November 1, 2020 at 12:01 AM; and

WHEREAS, on March 24, 2020, the Governor issued Executive Order No. 20-83, directing the State of Florida Surgeon General and State Health Officer to issue a public health advisory urging the public to avoid all social and recreational gatherings of ten or more people and urging those can work remotely to do so; and

WHEREAS, the Governor, on April 3, 2020, issued Executive Order No. 20-91 (later amended by Executive Order 20-92), directing that all persons in Florida shall limit their movements and personal interactions outside their home to those necessary to obtain or provide essential services or to conduct essential activities; and

WHEREAS, on June 3, 2020, August 5, 2020, and on October 7, 2020, the District Board of Supervisors met, pursuant to and under the authority of Executive Order No. 20-69, as amended and extended, utilizing media communications technology; and

WHEREAS, the District Board of Supervisors intends to ratify and approve those actions taken by the District Board of Supervisors at its meetings held via media communications technology on June 3, 2020, August 5, 2020, and on October 7, 2020; and

WHEREAS, due to the COVID-19 pandemic and the health concerns associated with securing signatures on certain instruments necessary for the District to conduct business, including,

but not limited to, agreements, proposals, resolutions, and approved meeting minutes, in accordance with the authority granted in Chapter 668, Florida Statutes, the District may have utilized DocuSign or other acceptable electronic signature software to secure signatures the proper District officials; and

WHEREAS, the Board hereby finds and determines that the use of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, if any, between March 9, 2020 and October 30, 2020, was necessary to properly conduct the business of the District.

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

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full herein. The Executive Orders referenced herein are incorporated herein by reference.

Section 2. Those actions taken by the District Board of Supervisors at its meetings held pursuant to the authority of the Governor's Executive Order No. 20-69, as amended and extended, via media communications technology on June 3, 2020, August 5, 2020, and on October 7, 2020 are hereby ratified and approved.

Section 3. Any use by the District between March 9, 2020 and October 30, 2020 of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, in order to secure the signature(s) of the proper District officials on those instruments necessary for the District to conduct business, including, but not limited to, agreements, proposals, resolutions, and approved meeting minutes, is hereby ratified and approved.

Section 4. 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, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 7th day of April, 2021, by the Board of Supervisors of the Century Parc Community Development District.

ATTEST:

**CENTURY PARC COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between:

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

THE ENCLAVE AT CENTURY PARC HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 11981 S.W. 144 Court, Suite 201, Miami, FL 33186 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the District and the Association previously entered into a Maintenance Agreement dated June 4, 2008, which was subsequently amended on March 2, 2011, and the District and Association wish to enter into a new Agreement to provide specific clarification of the terms and obligations under the Agreement; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to maintenance of the roadways and storm drainage system belonging to the District or for which the District has maintenance responsibilities ("Improvements", as further defined herein below); and

WHEREAS, the District desires that the Association provide and fund the maintenance of the Improvements; and

WHEREAS, the Association has agreed to provide and fund, pursuant to the terms of the Agreement, certain maintenance services and materials.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Description of Improvements

The Improvements that are the subject of this Agreement are more fully described in the attached Exhibit "A", which exhibit is incorporated by reference.

3.0 Performance

The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials as set forth in the attached Exhibit "B" (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements; and

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the Improvements are properly maintained and continue to function with their intended purpose. In addition, since each of the Improvements may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the Improvements and particular maintenance needs; and

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities and agencies permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Florida Department of Transportation; (e) Miami-Dade County, Florida; and (f) City of Homestead.

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the Improvement or in the real property where each Improvement is located; and

(E) the Association shall timely pay all invoices, or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in sections 5.0 and 6.0 herein.

4.0 The Association's Responsibility for Acts of Force Majeure

The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of the Improvements that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought or flooding.

5.0 Emergency Intervention by the District

In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the Improvements, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of maintenance services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of the Improvements.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements pursuant to this section, the District shall issue to the Association a written invoice for the costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

6.0 Remedies, Default, and Specific Performance

The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) Material Breach by Association. Any failure of the Association to comply with sections 3.0 or 4.0 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District, at its sole discretion and without advance notice or opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of some or all of the Improvements; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days

from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as to some or all of the Improvements or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the Improvements.

(C) Discontinuation and Reimbursement by Association. At such time as the District should commence a maintenance program or provide maintenance services or supplies for one or more of the Improvements under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for any one of the Improvements and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure. At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a ten (10) calendar day cure period, and the Association, shall have ten (10) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

7.0 Indemnification

The Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur by reason of the Association's assumption of

the Maintenance Services for the Improvements, including any that may result from or arise out of the Association's misfeasance, malfeasance, nonfeasance, negligence or failure to carry out its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: (A) direct costs and damages, (B) indirect or consequential costs and damages (provided there is a proximate cause relationship) and (C) any and all injuries or damages sustained by persons or damage to property, including such reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District that relate thereto. Provided, however, it is understood that this section does not (i) indemnify the District for the Association's misfeasance, malfeasance, nonfeasance, negligence or failure to carry out the terms and conditions of this Agreement if same is caused by, or at, that direction of the District or (ii) authorize the Association to select or provide legal counsel on behalf of the District.

8.0 Insurance

The Association shall be required, on or before the date of the execution of this Agreement and without any interruption or lapse thereafter, to provide to the District a Certificate of Insurance reflecting insurance coverage for the Association in such amounts and in accordance with the requirements set forth on the attached Exhibit "C", which exhibit is incorporated by reference. Further, said Certificate of Insurance shall on its face reflect the following, including but not limited to:

- (A) the District as an additional insured to the extent of limits of liability set forth in the attached Exhibit "C"; and
- (B) the District as the certificate holder of the Certificate of Insurance; and
- (C) a statement that the insurance coverage represented by the Certificate of Insurance shall not be terminated, canceled or reduced unless thirty (30) days prior written notice of such termination, cancellation or reduction (or ten (10) days if terminated or canceled for non-payment) is mailed by first class U.S. Mail to the District.

9.0 Term of Agreement

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall be five (5) years from the Effective Date first written above, and shall automatically renew for additional five (5) year terms until terminated.

In addition to the rights and methods of termination established pursuant to any other provisions of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least ninety (90) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

10.0 Miscellaneous Provisions

10.1 Time of the Essence. Time is of the essence with respect to this Agreement.

10.2 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Century Parc Community Development District
c/o Special District Services, Inc.
2501 A Burns Road
Palm Beach Gardens, FL 33410
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Blvd, 6th floor
Fort Lauderdale, FL 33301
Attention: Dennis E. Lyles, Esq.

AS TO THE ASSOCIATION:

The Enclave at Century Parc Homeowners' Association, Inc.
11981 S.W. 144 Court, Suite 201
Miami, FL 33186

10.3 Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

10.4 Amendment and Waiver. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.5 Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.6 Controlling Law. This Agreement shall be construed under the laws of the State of Florida.

10.7 Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of

law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.8 Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney=s fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.9 Successors and Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

10.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

10.11 Arm’s Length Transaction. This Agreement has been negotiated fully between the parties in an arm’s length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.12 Execution of Documents. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.13 Construction of Terms. Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.14. Captions. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

10.16 E-Verify. The Association, on behalf of itself and its contractors or subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9.0 above, if the District has a good faith belief that the Association has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor or subcontractor of the Association performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Association and order the Association to immediately terminate its contract with the contractor or subcontractor. The Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

10.17 PUBLIC RECORDS.

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
TELEPHONE: 786-347-2711
EMAIL: GPerez@SDSINC.ORG**

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

**CENTURY PARC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice-Chairman

_____ day of _____, 2021

**THE ENCLAVE AT CENTURY PARC
HOMEOWNERS ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____

_____ day of _____, 2021

**EXHIBIT A
TO MAINTENANCE AGREEMENT**

Description of Improvements

The roadway, easements and rights-of-way, including without limitation the related improvements, open spaces, landscaping and streetscaping, belonging to the District, or which the District is responsible for maintaining; and the easements and rights-of-way of the stormwater management system, including without limitation the related improvements, open spaces and landscaping, belonging to the District or which the District is responsible for maintaining.

**EXHIBIT B
TO MAINTENANCE AGREEMENT**

Description of Maintenance Services

Maintenance of the roadways, including the repairs of asphalt, replacement of roadway striping and markings, roadway signage repair and replacement, and stormwater drainage grates, belonging to the District or for which the District has maintenance responsibilities. Maintenance services shall not include the cleaning and maintaining of the stormwater management system, which maintenance responsibility shall remain with the District.

**EXHIBIT AC@
TO MAINTENANCE AGREEMENT**

Insurance Requirements

The District and Special District Services, Inc., shall be named as additional insureds and shall provide for a waiver of subrogation under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

The District's Certificate of Insurance shall include the District as an Additional Insured as follows:

Century Parc Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

The Certificate of Insurance Description of Operations section shall read:

Century Parc Community Development District is listed as an additional insured in the general liability section of the Association's insurance policy. All policies shall provide for waiver of subrogation.

Schedule of Insurance Coverage(s):

Commercial General Liability to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal Injury

\$1,000,000 Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement

Workers Compensation:

As required by Florida law and Federal law

Employers Liability with a minimum of \$100,000.00 per accident

FIRST AMENDMENT TO MAINTENANCE AGREEMENT

This First Maintenance Agreement (“First Amendment”) is made and entered into this _____ day of _____, 2021 (the “Effective Date”), by and between:

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

CENTURY PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 300 Aragon Avenue, Suite 210, Coral Gables, Florida 33134 (the "Association").

RECITALS

WHEREAS, the District and the Association entered into that certain Maintenance Agreement dated June 27, 2011 (the “Agreement”); and

WHEREAS, the District and the Association wish to further amend the Agreement to clarify the maintenance requirements of the roadways, include the repairs to the asphalt, roadway striping and markings and signage repair and replacement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

Section 1. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

Section 2. Section 3.0(C) is hereby amended as follows:

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities and agencies permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Miami-Dade County, Florida; ~~and~~ (e) City of Homestead; and the Florida Department of Transportation.

Section 3. Section 9.0 Term of Agreement is hereby amended as follows:

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five years terms, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

Section 4. Section 10.16 E-Verify is added as follows:

10.16 E-Verify. The Association, on behalf of itself and its contractors or subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9.0 above, if the District has a good faith belief that the Association has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor or subcontractor of the Association performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Association and order the Association to immediately terminate its contract with the contractor or subcontractor. The Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

Section 5. Section 10.17 Public Records is added as follows:

10.17 PUBLIC RECORDS.

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
TELEPHONE: 786-347-2711
EMAIL: GPEREZ@SDSINC.ORG**

Section 6. Exhibit “A” of the Maintenance Agreement is hereby amended and replaced in its entirety with Exhibit “A” attached hereto and incorporated by reference.

Section 7. Exhibit “B” of the Maintenance Agreement is hereby amended to include repairs to asphalt, roadway striping and markings and signage repair and replacement, and replaced in its entirety with Exhibit “B” attached hereto and incorporated by reference.

Section 8. Exhibit “C” of the Maintenance Agreement is hereby amended and replaced in its entirety with Exhibit “C” attached hereto and incorporated by reference.

Section 9. In all other respects not specifically amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chairman/Vice-Chairman

_____ day of _____, 2021

CENTURY PARK CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

_____ day of _____, 2021

**EXHIBIT A
TO MAINTENANCE AGREEMENT**

Description of Improvements

The roadway, easements and rights-of-way, including without limitation the related improvements, open spaces, landscaping and streetscaping, belonging to the District, or which the District is responsible for maintaining; and the easements and rights-of-way of the stormwater management system, including without limitation the related improvements, open spaces and landscaping, belonging to the District or which the District is responsible for maintaining.

**EXHIBIT B
TO MAINTENANCE AGREEMENT**

Description of Maintenance Services

Maintenance of the roadways, including the repairs of asphalt, replacement of roadway striping and markings, roadway signage repair and replacement, and stormwater drainage grates, belonging to the District or for which the District has maintenance responsibilities. Maintenance services shall not include the cleaning and maintaining of the stormwater management system, which maintenance responsibility shall remain with the District.

**EXHIBIT C
TO MAINTENANCE AGREEMENT**

Schedule of Insurance Coverage(s)

The District and Special District Services, Inc., shall be named as additional insureds and shall provide for a waiver of subrogation under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

The District's Certificate of Insurance shall include the District as an Additional Insured as follows:

Century Parc Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

The Certificate of Insurance Description of Operations section shall read:

Century Parc Community Development District is listed as an additional insured in the general liability section of the Association's insurance policy. All policies shall provide for waiver of subrogation.

Schedule of Insurance Coverage(s):

Commercial General Liability to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal Injury

\$1,000,000 Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement

Workers Compensation:

As required by Florida law and Federal law

Employers Liability with a minimum of \$100,000.00 per accident

FIRST AMENDMENT TO MAINTENANCE AGREEMENT

This First Maintenance Agreement ("First Amendment") is made and entered into this _____ day of _____, 2021 (the "Effective Date"), by and between:

CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in unincorporated Miami-Dade County, Florida, and with offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

CENTURY PARK CONDOMINIUM NO. 2 ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 300 Aragon Avenue, Suite 210, Coral Gables, Florida 33134 (the "Association").

RECITALS

WHEREAS, the District and the Association entered into that certain Maintenance Agreement dated June 27, 2011 (the "Agreement"); and

WHEREAS, the District and the Association wish to further amend the Agreement to clarify the maintenance requirements of the roadways, include the repairs to the asphalt, roadway striping and markings and signage repair and replacement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

Section 1. The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

Section 2. Section 3.0(C) is hereby amended as follows:

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities and agencies permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable: (a) the District; (b) South Florida Water Management District; (c) Florida Department of Environmental Protection; (d) Miami-Dade County, Florida; ~~and~~ (e) City of Homestead; and the Florida Department of Transportation.

Section 3. Section 9.0 Term of Agreement is hereby amended as follows:

This Agreement shall take effect as of the Effective Date first written above. Unless terminated as otherwise permitted in this Agreement, the term of this agreement shall expire on midnight of December 31st of the year that is five (5) years following the year of the Effective Date first written above. This Agreement shall automatically renew for additional five years terms, commencing at 12:01 a.m. on January 1st of the following year, unless the Association provides written notice before 5:00 p.m. on April 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least 90 days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

Section 4. Section 10.16 E-Verify is added as follows:

10.16 E-Verify. The Association, on behalf of itself and its contractors or subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9.0 above, if the District has a good faith belief that the Association has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor or subcontractor of the Association performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Association and order the Association to immediately terminate its contract with the contractor or subcontractor. The Association shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

Section 5. Section 10.17 Public Records is added as follows:

10.17 PUBLIC RECORDS.

A. Association shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Association does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A Burns Road
Palm Beach Gardens, Florida 33410
TELEPHONE: 786-347-2711
EMAIL: GPEREZ@SDSINC.ORG**

Section 6. Exhibit “A” of the Maintenance Agreement is hereby amended and replaced in its entirety with Exhibit “A” attached hereto and incorporated by reference.

Section 7. Exhibit “B” of the Maintenance Agreement is hereby amended to include repairs to asphalt, roadway striping and markings and signage repair and replacement, and replaced in its entirety with Exhibit “B” attached hereto and incorporated by reference.

Section 8. Exhibit “C” of the Maintenance Agreement is hereby amended and replaced in its entirety with Exhibit “C” attached hereto and incorporated by reference.

Section 9. In all other respects not specifically amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

ATTEST:

**CENTURY PARC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice-Chairman

_____ day of _____, 2021

**CENTURY PARK CONDOMINIUM
NO. 2 ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____

_____ day of _____, 2021

**EXHIBIT A
TO MAINTENANCE AGREEMENT**

Description of Improvements

The roadway, easements and rights-of-way, including without limitation the related improvements, open spaces, landscaping and streetscaping, belonging to the District, or which the District is responsible for maintaining; and the easements and rights-of-way of the stormwater management system, including without limitation the related improvements, open spaces and landscaping, belonging to the District or which the District is responsible for maintaining.

**EXHIBIT B
TO MAINTENANCE AGREEMENT**

Description of Maintenance Services

Maintenance of the roadways, including the repairs of asphalt, replacement of roadway striping and markings, roadway signage repair and replacement, and stormwater drainage grates, belonging to the District or for which the District has maintenance responsibilities. Maintenance services shall not include the cleaning and maintaining of the stormwater management system, which maintenance responsibility shall remain with the District.

**EXHIBIT C
TO MAINTENANCE AGREEMENT**

Schedule of Insurance Coverage(s)

The District and Special District Services, Inc., shall be named as additional insureds and shall provide for a waiver of subrogation under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement.

The District's Certificate of Insurance shall include the District as an Additional Insured as follows:

Century Parc Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410

The Certificate of Insurance Description of Operations section shall read:

Century Parc Community Development District is listed as an additional insured in the general liability section of the Association's insurance policy. All policies shall provide for waiver of subrogation.

Schedule of Insurance Coverage(s):

Commercial General Liability to cover liability bodily injury, property damage, premises and property damage and contractual liability with the following limits of liability:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal Injury

\$1,000,000 Comprehensive Automobile Liability Insurance to cover the use of and any owned, non-owned, scheduled or rented automotive equipment to be used in performance of the work and services under this Agreement

Workers Compensation:

As required by Florida law and Federal law

Employers Liability with a minimum of \$100,000.00 per accident

Century Parc
Community Development District

**Financial Report For
March 2021**

Century Parc Community Development District
Budget vs. Actual
October 2020 through March 2021

	<u>Oct 20 - March 21</u>	<u>20/21 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
363.101 · Maintenance Assessments	56,392.80	59,538.00	-3,145.20	94.72%
369.399 · Carryover From Prior Year	0.00	3,750.00	-3,750.00	0.0%
369.401 · Interest Income	248.93	420.00	-171.07	59.27%
363.820 · Debt Assessment-Paid to Trustee	-319,151.10	-331,996.00	12,844.90	96.13%
363.831 · Assessment Discounts	-17,775.19	-19,523.00	1,747.81	91.05%
363.830 · Assessment Fees	-4,450.32	-9,761.00	5,310.68	45.59%
363.810 · Debt Assessments	335,252.68	353,187.00	-17,934.32	94.92%
363.100 · Admin Assessment Income	71,181.19	75,127.00	-3,945.81	94.75%
Total Income	<u>121,698.99</u>	<u>130,742.00</u>	<u>-9,043.01</u>	<u>93.08%</u>
Expense				
511.315 · Legal Fees	2,200.00	7,000.00	-4,800.00	31.43%
511.320 · Audit Fees	0.00	3,500.00	-3,500.00	0.0%
511.310 · Engineering	0.00	2,000.00	-2,000.00	0.0%
511.122 · Payroll Expense	45.90	560.00	-514.10	8.2%
511.131 · Supervisors Fees	600.00	7,000.00	-6,400.00	8.57%
511.305 · MaintenanceContingency-Drainage	0.00	19,250.00	-19,250.00	0.0%
511.306 · Maintenance/Contingency - Roads	0.00	34,710.00	-34,710.00	0.0%
511.311 · Management Fees	16,086.00	32,172.00	-16,086.00	50.0%
511.312 · Secretarial Fees	2,100.00	4,200.00	-2,100.00	50.0%
511.450 · Insurance	5,513.00	6,100.00	-587.00	90.38%
511.480 · Legal Advertisements	0.00	575.00	-575.00	0.0%
511.512 · Miscellaneous Expense	94.78	750.00	-655.22	12.64%
511.513 · Postage and Delivery	24.23	325.00	-300.77	7.46%
511.514 · Office Supplies	80.50	675.00	-594.50	11.93%
511.318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.733 · Trustee Fees	0.00	3,400.00	-3,400.00	0.0%
511.734 · Continuing Disclosure Fee	0.00	350.00	-350.00	0.0%
511.750 · Website Management	999.96	2,000.00	-1,000.04	50.0%
Total Expense	<u>27,919.37</u>	<u>130,742.00</u>	<u>-102,822.63</u>	<u>21.36%</u>
Net Income	<u><u>93,779.62</u></u>	<u><u>0.00</u></u>	<u><u>93,779.62</u></u>	<u><u>100.0%</u></u>

**CENTURY PARC COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL REPORT
MARCH 2021**

	Annual Budget 10/1/20 - 9/30/21	Actual Mar-21	Year To Date Actual 10/1/20 - 3/31/21
REVENUES			
Administrative Assessments	75,127	1,571	71,181
Maintenance Assessments	59,538	1,245	56,393
Debt Assessments	353,187	7,416	335,253
Other Revenues	0	0	0
Interest Income	420	0	249
Total Revenues	\$ 488,272	\$ 10,232	\$ 463,076
EXPENDITURES			
MAINTENANCE EXPENDITURES			
Maintenance/Contingency - Drainage	19,250	0	0
Maintenance/Contingency - Roads	34,710	0	0
Engineering/Inspections	2,000	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 55,960	\$ -	\$ -
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	7,000	0	600
Payroll Taxes (Employer)	560	0	46
Management	32,172	2,681	16,086
Secretarial	4,200	350	2,100
Legal	7,000	0	2,200
Assessment Roll	6,000	0	0
Audit Fees	3,500	0	0
Insurance	6,100	0	5,513
Legal Advertisements	575	0	0
Miscellaneous	750	0	95
Postage	325	0	24
Office Supplies	675	7	81
Dues & Subscriptions	175	0	175
Trustee Fees	3,400	0	0
Continuing Disclosure Fee	350	0	0
Website Management	2,000	167	1,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 74,782	\$ 3,205	\$ 27,920
Total Expenditures	\$ 130,742	\$ 3,205	\$ 27,920
REVENUES LESS EXPENDITURES	\$ 357,530	\$ 7,027	\$ 435,156
Bond Payments	(331,996)	(7,241)	(319,151)
Balance	\$ 25,534	\$ (214)	\$ 116,005
County Appraiser & Tax Collector Fee	(9,761)	(101)	(4,450)
Discounts For Early Payments	(19,523)	(141)	(17,775)
Excess/ (Shortfall)	\$ (3,750)	\$ (456)	\$ 93,780
Carryover from Prior Year	3,750	0	0
Net Excess/ (Shortfall)	\$ -	\$ (456)	\$ 93,780
Bank Balance As Of 2/28/21	\$ 555,080.07		
Funds Received: 3/1/21 - 3/31/21	\$ 9,991.00		
Disbursements: 3/1/21 - 3/31/21	\$ 14,386.41		
Bank Balance As Of 3/31/21	\$ 550,684.66		
Accounts Payable As Of 3/31/21	\$ 10,846.36		
Accounts Receivable As Of 3/31/21	\$ -		
Reserve Funds - Drainage As Of 3/31/21	\$ 60,900.00		
Reserve Funds - Roads As Of 3/31/21	\$ 297,910.00		
Available Funds As Of 3/31/21	\$ 181,028.30		

**CENTURY PARC 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 & Fee)	Maint. Assessment Income (Before Discounts & Fee)	Debt Assessment Income (Before Discounts & Fee)	Admin. Assessment Income (After Discounts & Fee)	Maint. Assessment Income (After Discounts & Fee)	Debt Assessment Income (After Discounts & Fee)	Debt Assessments Paid to Trustee
									\$487,852.00	\$75,127.00	\$59,538.00	\$ 353,187.00	\$75,127.00	\$59,538.00	\$353,187.00	
									\$458,568.00	\$70,612.00	\$55,960.00	\$ 331,996.00	\$70,612.00	\$55,960.00	\$331,996.00	\$331,996.00
1	802	Miami-Dade Tax Collector	11/18/20	NAV Taxes	\$ 34,040.89		\$ (326.64)	\$ (1,377.17)	\$ 32,337.08	\$ 5,242.29	\$ 4,153.00	\$ 24,645.60	\$ 4,979.83	\$ 3,945.15	\$ 23,412.10	\$ 23,412.10
2	565	Miami-Dade Tax Collector	11/27/20	NAV Taxes	\$ 54,360.90		\$ (521.86)	\$ (2,174.30)	\$ 51,664.74	\$ 8,347.85	\$ 6,615.55	\$ 39,397.50	\$ 7,933.89	\$ 6,287.45	\$ 37,443.40	\$ 37,443.40
3	532	Miami-Dade Tax Collector	12/09/20	NAV Taxes	\$ 311,715.29		\$ (2,992.51)	\$ (12,464.50)	\$ 296,258.28	\$ 47,939.25	\$ 37,991.16	\$ 225,784.88	\$ 45,565.53	\$ 36,106.80	\$ 214,585.95	\$ 214,585.95
4	572	Miami-Dade Tax Collector	12/22/20	NAV Taxes	\$ 24,302.52		\$ (233.89)	\$ (914.52)	\$ 23,154.11	\$ 3,731.98	\$ 2,957.54	\$ 17,613.00	\$ 3,555.41	\$ 2,817.80	\$ 16,780.90	\$ 16,780.90
5	132	Miami-Dade Tax Collector	01/13/21	NAV Taxes	\$ 12,806.19		\$ (124.21)	\$ (384.22)	\$ 12,297.76	\$ 1,972.14	\$ 1,562.35	\$ 9,271.70	\$ 1,893.81	\$ 1,500.30	\$ 8,903.65	\$ 8,903.65
6	106	Miami-Dade Tax Collector	01/27/21	Interest		\$ 19.28			\$ 19.28	\$ 19.28			\$ 19.28			\$ -
7	297	Miami-Dade Tax Collector	02/10/21	NAV Taxes	\$ 15,348.96		\$ (150.29)	\$ (319.76)	\$ 14,878.91	\$ 2,357.04	\$ 1,867.92	\$ 11,124.00	\$ 2,284.41	\$ 1,810.75	\$ 10,783.75	\$ 10,783.75
8	216	Miami-Dade Tax Collector	03/19/21	NAV Taxes	\$ 10,232.64		\$ (100.92)	\$ (140.72)	\$ 9,991.00	\$ 1,571.36	\$ 1,245.28	\$ 7,416.00	\$ 1,533.75	\$ 1,215.90	\$ 7,241.35	\$ 7,241.35
9									\$ -							\$ -
10									\$ -							\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							\$ -
16									\$ -							\$ -
					\$ 462,807.39	\$ 19.28	\$ (4,450.32)	\$ (17,775.19)	\$ 440,601.16	\$ 71,181.19	\$ 56,392.80	\$ 335,252.68	\$ 67,765.91	\$ 53,684.15	\$ 319,151.10	\$ 319,151.10

Assessment Roll = \$487,857.60

Note: \$487,852, \$75,127, \$59,538, and \$353,187 are 2020/2021 Budgeted assessments before discounts and fees.
\$458,568, \$70,612, \$55,960 and \$331,996 are 2020/2021 Budgeted assessments after discounts and fees.

\$ 462,807.39	
\$ 19.28	\$ 440,601.16
\$ (71,181.19)	\$ (67,765.91)
\$ (56,392.80)	\$ (53,684.15)
\$ -	\$ -
\$ (335,252.68)	\$ (319,151.10)
\$ -	\$ -