

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

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Dolly Syrek, Treasurer/Assistant Secretary
Greg Gipp, Assistant Secretary
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District Staff

Justin Faircloth, District Manager
Scott Rudacille, District Attorney

**Special Meeting Agenda
Thursday, January 12, 2023 at 2:00 p.m.**

- 1. Call to Order and Roll Call**
- 2. Approval of the January 12, 2023 Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Discussion on the Systems & Facilities Operations, Landscape Maintenance & Activity Center Agreement between the RCDD & RCA**
- 5. Supervisor Comments**
- 6. Audience Comments**
- 7. Adjournment**

The next meeting is scheduled to be held Tuesday, January 17, 2023 at 2:00 p.m.

District Office:

Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
(954) 603-0033

Meeting Location:

Riverwood Activity Center
4250 Riverwood Drive
Port Charlotte, Florida 33953
(941) 979-8720

Fourth Order of Business

From: dmyhrberg riverwoodcdd.org <dmyhrberg@riverwoodcdd.org>
Sent: Tuesday, December 27, 2022 3:49 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Cc: mspillane riverwoodcdd.org <mspillane@riverwoodcdd.org>; dmyhrberg riverwoodcdd.org <dmyhrberg@riverwoodcdd.org>
Subject: Proposed MOU changes

Justin,

As mentioned in our last meeting, here is my suggestion of what needs to be modified in the MOU. Audience members at both the CDD and the RCA meetings kept asking why each of us did not maintain what we owned. So that is what I included. Also, since reading the entire document is tedious, I included the following bullet points to give people a basic understanding of what we were proposing. I highlighted in yellow the sections that got the attention.

- Our agreement suggests that the stewardship of all the community roads be dedicated to the CDD. This would be a critical first step in any future disaster cleanup.
- Our agreement states that the CDD will have a separate disaster contract for CDD roadways in order to comply with FEMA rules
- Our agreement states that the CDD will assume landscape mowing, trimming, mulching, and irrigation maintenance for the CDD campus and CDD owned common areas.
- Our agreement states that all maintenance of CDD owned properties will be performed by the CDD, this includes all cleaning contracts.
- Our agreement states that all activity scheduling and communications will be the responsibility of the RCA
- Our agreement states that the floorspace will be reassigned based on the needs of the CDD in the provision of these additional services.
- Our agreement assumes that any assumption of costs and personnel by the CDD will be offset by a decrease of costs and personnel by the RCA, we want no impact to the residents.

Let me know if you have any questions.

Don

From: ggipp riverwoodcdd.org <ggipp@riverwoodcdd.org>
Sent: Wednesday, December 28, 2022 9:53 AM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: MOU Changes

Good Morning Justin,

Per our CDD meeting this month, I believe each Supervisor was requested to give you their input on changes or suggested changes to the MOU document for Riverwood.

My 1st desire would be that it is much shorter and very direct as to what each party is responsible for. So much language is a part of this document that causes our present situation. I am not sure how that gets resolved as each party wants their lawyer to review and protect them, but that usually is a part of reaching the position we find ourselves.

I simply have a few pointed items that I believe are for the better as a community financially.

- CDD will accept all landscape care for CDD property. This would also include irrigation.

- CDD will accept all responsibility for the care and maintenance of the Campus and staffing.

- RCA will accept all responsibilities involving Activity Planning and Scheduling.

- RCA will accept responsibility for communications.

- CDD will accept responsibility for vetting and entering a yearly contract for "disaster relief" for all CDD roads and lands in their stewardship.

- The CDD has offered to pursue changing the stewardship of RCA roads and lands to the CDD. If accepted, then the CDD "disaster relief" contract would be amended to include such areas. If accepted landscape responsibilities could be amended.

These are the issues I see that need to be addressed for the financial improvement of Riverwoods future.

Supervisor Gipp

From: lsyrek@riverwoodcdd.org <lsyrek@riverwoodcdd.org>

Sent: Wednesday, December 28, 2022 4:26 PM

To: Faircloth, Justin <justin.faircloth@inframark.com>

Subject: MOU suggestions

Good Afternoon Justin,

I hope you had a wonderful Christmas. Below are the items I would like to see in the MOU.

1. RCA - to continue with activity scheduling and all-inclusive communications.
2. CDD to have ALL community roads to facilitate reimbursement from FEMA should another disaster like Ian occur.
3. CDD- to take care of landscaping on CDD campus and common areas owned by the CDD, i.e. Activity Ctr; Fitness ctr; Admin Bldg.
4. CDD- to take back maintenance and cleaning of CDD owned properties.
5. CDD - to create a disaster plan in compliance with FEMA guidelines.
6. CDD and RCA floorspace needs to be assessed by on need.
7. New costs assumed by the CDD should equal any decrease in RCA costs for the benefit of the residents.
8. CDD will extend the cancellation date from March to a reasonable date to encourage discussions between the CDD and the RCA.
9. Clean up all language within the MOU to shorten the number of pages required.

If you should have any questions, please let me know. My internet goes in and out all day and I just have to hit it at the right time.

Dolly

Lucille Dolly Syrek

Supervisor/Treasurer

Riverwood Community Development District

lsyrek@riverwoodcdd.org

From: cmckeemd@aol.com <cmckeemd@aol.com>
Sent: Tuesday, January 3, 2023 3:04 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Subject: Re: RCDD-Special Meeting Announcement 1/12/23

Hi Justin,

I just got an email from Gregg saying that I was supposed to get my bullet points to you. Mine is pretty simple:

We need to eliminate any areas of combined governance or responsibility between the RCDD and the RCA. In the current climate and with the current Managers, it has proven to be a colossal failure.

Cam

-----Original Message-----

From: Faircloth, Justin <justin.faircloth@inframark.com>
To: mspillane@riverwoodcdd.org <mspillane@riverwoodcdd.org>; dmyhrberg@riverwoodcdd.org <dmyhrberg@riverwoodcdd.org>; lsyrek@riverwoodcdd.org <lsyrek@riverwoodcdd.org>; ggipp@riverwoodcdd.org <ggipp@riverwoodcdd.org>; cmckeemd@aol.com <cmckeemd@aol.com>; ruthmosca@riverwoodfl.org <ruthmosca@riverwoodfl.org>
Cc: rweiler@najmythompson.com <rweiler@najmythompson.com>
Sent: Mon, Jan 2, 2023 4:27 pm
Subject: RCDD-Special Meeting Announcement 1/12/23

Good afternoon,

The Riverwood CDD will be having a special meeting on Thursday, January 12th, 2023 at 2:00 P.M. at the Meeting Room of the Riverwood Activity Center. The CDD is inviting the Riverwood Community Association to attend this meeting to discuss the Maintenance Agreement.

Sincerely,
Justin

Justin Faircloth | CAM, CDM | District Manager



239.785.0675 | www.inframarkims.com

SUPERVISORS, PLEASE DO NOT REPLY TO ALL AS THIS COULD BE A VIOLATION OF THE FLORIDA SUNSHINE PROVISIONS.

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**COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND
FACILITIES OPERATIONS, LANDSCAPE MAINTENANCE
AND ACTIVITY CENTER AGREEMENTS**

THIS AGREEMENT is entered into this _____ day of _____, 20____ and the provisions effective as of the 1st day of _____, 20____ (the "Effective Date") by and between the **RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT (RCDD)**, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and the **RIVERWOOD COMMUNITY ASSOCIATION, INC. (RCA)**, a Florida not-for-profit corporation (the "Association").

TERM OF AGREEMENT

Unless terminated in accordance with its terms, this Agreement shall commence upon the Effective Date and shall remain in effect for so long as the Association maintains an active contract with a landscape maintenance company as described herein. The Association shall not enter into any agreement or contract, other than the landscape agreement, with any vendors or anyone else relative to the carrying out any of its responsibilities under this Agreement that would extend beyond the term of this Agreement, unless otherwise agreed by the District in writing. This Agreement may be terminated without cause by either party upon ninety (90) days written notice to the other party.

This agreement shall terminate and replace the following previous Agreements between the parties:

1. MOU – Simple Facilities Maintenance Agreement (CDD RCA) Rev 10.18.21

BACKGROUND

A. The District is a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and was created by an ordinance enacted by Board of County Commissioners of Charlotte County, Florida effective as of October 29, 1991.

B. The District has the authority to and has exercised powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge, extend, and equip, certain systems and facilities for roads, water management, street lights, preserve/environmental areas, lakes, security and parks and recreational facilities in the Riverwood community (the "Facilities"). The Association owns certain common property, including but not limited to lakes, roadways, and preserve/environmental areas in the community.

C. The Association was established to carry out and fulfill all of its obligations set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Riverwood, recorded in Official Records Book 1227, Page 1371; as amended, modified and supplemented from time to time (collectively, the "Declaration"), encumbering the Riverwood Development.

D. For a period of time during the development of Riverwood, certain roads, lakes, and preserve areas were dedicated and/or conveyed to the District. At some point during the development of the community, the developer (or successor developer) began to convey certain infrastructure consisting of developed roads, lakes, and preserve areas to the Association. As a result, portions of the property and infrastructure are owned or controlled by the District, and other portions of the properties and infrastructure are owned or controlled by the Association.

Section 6.3 of the Declaration provides the Association with the authority to maintain District property through agreements between the District and the Association. The parties have determined that it can be beneficial for the Association and/or the District to perform certain categories of maintenance functions throughout the entire community, in order to provide consistency, and to reduce or eliminate redundant or inefficient performance of maintenance or other services on such parcels. The Association and the District have determined that the maintenance by the Association of certain Facilities owned by the District and the resulting combination of administrative overhead, staffing, bookkeeping, expenses and collection of assessments should result in a cost savings to the Members (as defined in the Declaration) of the Association, all of who are subject also to the assessments levied by the District. Association responsibility shall be limited to the obligations described herein, or as this Agreement may be amended by agreement of the parties from time to time.

E. For ease of administration, potential cost savings, and the benefits of full time on-site operation and maintenance purposes, the District desires, upon the terms and conditions stated herein, to enter into this Agreement with the Association regarding the operation and maintenance of certain Facilities to the extent further described herein.

F. The District owns the Riverwood Activity Campus, which contains indoor and outdoor cultural and recreational amenities, including meeting rooms, office space, fitness facilities, tennis and croquet courts, a swimming pool, dog park, pickle ball courts, etc.

G. Throughout the recent history of Riverwood, the Riverwood Community Association (RCA) has maintained office space within the Administration Building in order for the RCA to provide recreational, cultural and administrative services to the community

H. The District and RCA desire to formalize in writing their agreement for the purpose of the Riverwood Community Development District Systems and Facilities Operations, Landscape Maintenance and Activity Center Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the RCA agree as follows:

A. Recitals

The above recitals are true and correct and incorporated by reference herein.

B. Representations and Warranties

(1) Representations and Warranties by the Association

(a) The Association has the right and power to maintain and operate certain Facilities, as provided in this Agreement, pursuant to the Articles of Incorporation and By-laws of the Association and the Declaration.

(b) The Association has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement, and has taken all necessary corporate action to authorize the execution and delivery of this Agreement.

(c) The Association is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

(2) Representations and Warranties by the District

(a) The District has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement, and has taken all necessary board and other action to authorize the execution and delivery of this Agreement.

(b) The District is a special purpose district duly organized and validly existing under the laws of the State of Florida.

(c) To the actual knowledge of the District, the Facilities have been constructed and installed in compliance with all governmental laws, ordinances, codes, regulations, rules, permits and orders ("Laws"). The District has not received any written or oral notification from any governmental authority that the Facilities are in violation of any Laws applicable thereto.

C. Maintenance of District Facilities and Association Common Property

The Parties have agreed to designate certain service responsibilities as categorized below and attached "Exhibit 2" (collectively the "Services").

(1) Landscaping Services

The Association shall provide for the maintenance of all grassed and landscaped areas owned by the Association. The District shall provide for the maintenance of all grassed and landscaped areas owned by the District.

The landscape contract maintained by the Association should not cover any emergency response and cleanup clause covering CDD roadways. The CDD will contract for emergency services directly to allow for the potential recovery from FEMA.

(2) Irrigation Services

The Association shall provide for the routine operation and maintenance of the surface elements of the irrigation system, including surface feeder lines, spray heads, zone valves on RCA Common Grounds. This maintenance will be accomplished through the landscape contract for the community. The District shall provide for the routine operation and maintenance of the surface elements of the irrigation system for all CDD Common Grounds.

The District shall provide for the maintenance of the irrigation effluent pond and the distribution pumps supplying irrigation water to the community. The District will also be responsible for the transmission lines from the effluent pond to the aforementioned irrigation meter, control valve or residence curb.

D. Recreational Facilities

(1) Riverwood Activity Center

1. The Association shall have the right to occupy the Administrative Building with office space assigned by the District. Space will be allocated based on the individual Board's needs and the space available.
2. The Association shall be responsible for the provision and administration of recreational and cultural activities and events for residents in the community.
3. The Association will be responsible for any scheduling, preparation or cleanup of Association board, member, and committee meetings, cultural and recreational activities at the Activity Center. This shall include set up and take down of meeting spaces.
4. The Association shall keep an accounting of user fees collected in accordance with the District's User Facility Fees as established in the District Rules and Regulations and if paid to the Association, they shall be reimbursed to the District on a quarterly basis. Whenever applicable, the fees should be paid directly to the District. Examples of the user fees are:
 - (1) Non-resident all-campus access full fee payers
 - (2) Non-resident tennis and croquet players
 - (3) Facility fees for Activity Center room(s)
 - (4) Facility fees for Campus Canopy area
 - (5) Facility fees for Campus Tiki Bar
5. The District shall be responsible for all general maintenance and repairs of the Campus properties owned by the District.
6. The District shall be responsible for the Access Control function for the community.
7. The District shall be responsible for the maintenance of the membership lists and annual fees collection for the controlled access amenities – Beach Club, RV Park, Dog Park.
8. The District shall be responsible for the maintenance of all District owned property – which includes the contracts for interior cleaning of the campus buildings and the contracts for the cleaning of the pool/spa.
9. The District shall be responsible for the maintenance contract for the croquet court.
10. The District shall be responsible for the maintenance of the tennis courts.

E. Community Infrastructure

(1) Roadways

Unless otherwise agreed in writing by the parties, each party shall be responsible for the maintenance, repair, and replacement of the roadways, pavement, and rights-of way deeded to the respective party. Any underground infrastructure repair which affects the paving on a roadway, will be the responsibility of the deeded party to repair.

It is understood that stewardship of the roadways is an important consideration in the ability of the District to obtain federal assistance in the event of a catastrophic event.

(2) Surface Water/Storm Water Management Systems

Unless otherwise agreed in writing by the parties, each party shall be responsible for the

maintenance of the portions of the community's surface water management system located on property owned or controlled by the respective party. The surface water system includes road water basins and any pipes below the roadways that connect and carry surface water to their respective ponds. The system also includes the connections between ponds and the eventual drainage to the river. Each organization has state issued permits that recognize ownership and maintenance responsibilities.

(3) Utilities Management Systems – potable water lines

Potable water lines throughout the community up to the individual residence's water meters are the responsibility of the District. The District is responsible for the repair of any waterline leaks or breaks on the District side of the point of delivery.

(4) Utilities Management Systems – sewer lines

Any sewer line that is on a resident's property, referred to as the upper lateral, is the responsibility of the homeowner. These are the sewer lines that run from the house to the curb, where they are connected to the lower laterals.

All other sewer lines that run along the roadways, the lift stations that move effluent and sewer plant are the responsibility of the District.

(5) Other utilities – Electrical, cable, telephone

Other underground utilities – electrical, cable and telephone lines – are not the responsibility of either the RCA or CDD. They are responsibility of the respective utility to repair and restore according to their policies.

(6) Preserve/Environmental Areas

Unless otherwise agreed in writing by the parties, each party shall be responsible for the inspection, monitoring, and maintenance of preservation areas on property owned or controlled by the respective party, adhering to the requirements of their respective permits.

(7) Signage and Lighting

The Association shall be responsible for the inspection, cleaning, routine maintenance and replacement of neighborhood entryway monument signage, support structure and lighting repairs. Neighborhoods shall be responsible for any requested upgraded costs for lighting improvement. The Neighborhoods are also responsible for the utility costs of the signage lighting.

(8) Addition of Facilities

As additional property within the jurisdictional boundaries of the District in the Riverwood development are developed, the parties intend that the Services will be provided in accordance

with the obligations set forth in this Agreement and as agreed to by both parties.

F. Consideration

The Association is a not-for-profit corporation responsible for the maintenance of the common property and facilities owned by the Association for the use and/or benefit of its Members (as defined in the Declaration). The Association assesses each of its Members, as provided in the Declaration, to pay for all of the costs of the Association. The District also has the right and authority to levy assessments for payment by the property owners to pay the costs of the District. By providing the Services, it is the intent of the District and the Association that this Agreement will allow the parties to take advantage of potential cost savings, including the elimination or reduction of certain additional overhead costs by the parties. The consideration for this agreement is contained in the mutual promises and obligations to perform the designated Services herein and incur the related costs and expenses, as well as the provision of the designated office space at no cost to the Association. The parties agree that the consideration provided in this Agreement is adequate.

G. Indemnification

(1) Indemnification by the Association

The Association shall indemnify the District against, hold the District harmless from, and reimburse the District for (collectively, "Indemnify") any and all loss, liability, damage, claim, demand, cost, cause of action, suit, or expense, including without limitation, reasonable attorneys' fees and court costs (collectively, "Liability"), only to the extent such claims are found to be caused by the Association or the Association's officers, directors, members, agents, employees, contractors or subcontractors in the performance of services under this Agreement, arising out of or in connection with: (i) any breach of or default under this Agreement by the Association; and (ii) any failure by Association to properly perform the duties of the Association provided for herein. Provided, however, the Association shall not be liable to or indemnify the District for good faith mistakes of judgment.

(2) Indemnification by the District

Subject to the limitations of §768.28, Florida Statutes, the District shall indemnify the Association against any and all Liability of the Association arising out of or in connection with any breach of or default under this Agreement by the District. This indemnification shall not be deemed a waiver of the District's sovereign immunity.

(3) Insurance

The Association shall procure at its expense and at all times include the District as an additional insured on comprehensive liability insurance policies to cover the operation and maintenance responsibilities set forth in this Agreement. The insurance policy currently maintained by the Association is deemed acceptable to the District. The parties agree that the insurance policies currently maintained by the respective parties are acceptable to the other party.

H. Notices

Any notice or other communication permitted or required to be given hereby by one party to the other

shall be in writing and shall be either (i) hand delivered, or (ii) sent by e-mail with the original to be sent by regular U.S. mail on the same date, or (iii) sent by a reputable private courier service (e.g. FedEx, UPS, etc.), or (iv) mailed by registered or certified United States Mail, postage prepaid, return receipt requested, to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To the District:

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

[insert email address for notice]

4250 Riverwood Drive

Port Charlotte, FL 33953

Attention: Facilities Manager

To the Association:

RIVERWOOD COMMUNITY ASSOCIATION, INC.

[insert email address for notice]

4250 Riverwood Drive

Port Charlotte, FL 33953

Attention: RCA Manager

I. Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

J. Execution: Effective Date

To facilitate execution, the parties hereto agree that this Agreement may be executed and emailed to the other party and that the executed email shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required or desired by the parties. All counterparts shall collectively constitute a single agreement. The Effective Date of this Agreement shall be the date and year written above.

K. Assignability

The parties, in their sole discretion, shall have the right to enter into agreements with third parties for provision of some or all of the Services by such third parties, provided that the parties shall remain liable for all of their obligations under this Agreement. Except as otherwise provided in the preceding sentence, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be granted or withheld in such party's sole and absolute discretion.

L. Severability

If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

M. Integrated Contract, Waiver and Modification

This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral, and specifically, this Agreement supersedes and replaces any past understanding or agreement. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by both the Association and the District. By approval of this Agreement, the Board of the District and Association hereby authorizes their chairman and president, respectively, or their designees, to: (i) execute amendments and modifications to this Agreement relating to changes to the terms hereof and corrections or clarifications to the terms and provisions of the Agreement, so long as such changes, corrections or clarifications will not materially adversely change the material terms of the Agreement and (ii) to execute on behalf of the District and Association, such notices, waivers or other documents or instruments as may be required or needed to effectuate the terms of this Agreement.

N. Construction of Agreement

This Agreement has been negotiated and prepared by the respective parties hereto, and the language of this Agreement shall not be construed for or against any party based simply upon the argument or claim that such party was responsible for the drafting of any term, condition or provisions of this Agreement. Whenever the context of this Agreement appears appropriate, each term of this Agreement in either the singular or plural shall include both, and pronouns stated in any gender shall include the masculine, the feminine, and the neuter, as appropriate.

O. Independent Contractor Status

It is the intention of the parties hereto that the relationship created by this Agreement is one of independent contractor and contractee, and this Agreement shall not create any other relationship between the parties. Unless specifically provided herein, the Association shall not hereby acquire any authority to bind or otherwise obligate the District in any capacity.

P. No Third-Party Beneficiary

No creditor or other third-party having dealings with either the District or the Association shall have the right to enforce or pursue any of the rights, obligations or remedies hereunder, at law or in equity. The provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the parties herein set forth shall be deemed an asset of either party for any purpose by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the parties or pledged or encumbered by the parties to secure any debt or other obligation of the parties.

Q. Public Records

To the extent applicable, the RCA shall comply with the requirements of Florida's Public Records laws, specifically including the following:

- A. RCA shall keep and maintain public records that ordinarily and necessarily would be required to perform the services described in this Agreement.

- B. RCA shall provide the public with access to public records on the same terms and conditions as specified in the District's lawfully enacted Rules and policies, or as otherwise provided by law, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. RCA shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. RCA shall meet all requirements for retaining public records, and shall, upon termination of the Agreement, transfer at no cost to the District all public records in the possession of the RCA and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically shall be provided by RCA to the District in a format that is compatible with the District's information technology systems.

IF THE RCA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RCA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE RCA SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, AT (954) 603-0033; 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071; Sandra.Demarco@inframark.com.

R. E-Verify

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The RCA hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The RCA further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The RCA hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the RCA has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement below.

Attest: Riverwood Community Development District

By: _____
_____, Secretary

By: _____

Chair, Board of Supervisors
Date: _____

Witness: Riverwood Community Association

By: _____
Print: _____

By: _____

President
Date: _____