



Rizzetta & Company

# Catalina at Winkler Preserve Community Development District

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## Board of Supervisors' Meeting November 6, 2024

District Office:  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912  
(239) 936-0913

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

## **CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912

<b>Board of Supervisors</b>	Keith Sherman Joseph Molon Troy De Mond Dick Bonito Douglas Thompson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lauren Gentry	Kilinski I VanWyk PLLC
<b>District Engineer</b>	Carl Barraco	Barraco and Associates, Inc.

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

District Office · Ft. Myers, Florida · (239) 936-0913

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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October 29, 2024

**Board of Supervisors  
Catalina at Winkler Preserve  
Community Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District will be held on **Tuesday, November 6, 2024, at 2:30 p.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 6, 2024 ..... Tab 1
  - B. Ratification of the Operations and Maintenance Expenditures for July, August, and September 2024..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Ratification of Updated Contract for District Management Services..... Tab 3
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,  
*Belinda Blandon*  
Belinda Blandon  
District Manager

Cc: Lauren Gentry, Kilinski I VanWyk PLLC

# Tab 1

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**MINUTES OF MEETING**

**CATALINA AT WINKLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District was held on **Tuesday, August 6, 2024 at 2:33 p.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Present and constituting a quorum:

Keith Sherman	<b>Board Supervisor, Chairman</b>
Joe Molon	<b>Board Supervisor, Vice Chairman</b>
Troy De Mond	<b>Board Supervisor, Assistant Secretary</b>
Richard "Dick" Bonito	<b>Board Supervisor, Assistant Secretary</b>
Douglas Thompson	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Scott Brizendine	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Lauren Gentry	<b>District Counsel, Kilinski I VanWyk PLLC</b>
Patrick Collins	<b>District Counsel, Killinski I VanWyk PLLC</b>
Frank Savage	<b>District Engineer, Barraco &amp; Associates, Inc.</b>
Bailey Hill	<b>Solitude Lake Management</b>
Audience	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Brizendine called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Brizendine opened the floor for public comment. There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held  
on May 7, 2024**

Mr. Brizendine presented the minutes of the Board of Supervisors' Meeting held on May 7, 2024, and asked if there were any questions, comments, or changes to the minutes as presented. There were none.

On a Motion by Mr. Thompson, seconded by Mr. Sherman, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on May 7, 2024, for the Catalina at Winkler Preserve Community Development District.

48 **FOURTH ORDER OF BUSINESS**

**Ratification of the Operations and  
Maintenance Expenditures for April,  
May, and June 2024**

49  
50  
51  
52 Mr. Brizendine advised that the operations and maintenance expenditures for the  
53 period of April 1-30, 2024, totaled \$12,853.89, the expenditures for the period of May 1-  
54 31, 2024, totaled \$8,425.11, and the expenditures for the period for June 1-30, 2024,  
55 totaled \$16,623.74. He asked if there were any questions. There were none.  
56

57 On a Motion by Mr. Bonito, seconded by Mr. De Mond, with all in favor, the Board  
58 Ratified the Operations and Maintenance Expenditures for the months of April 2024,  
59 totaling \$12,853.89, May 2024, totaling \$8,425.11, and June 2024, totaling \$16,6623.74,  
60 for the Catalina at Winkler Preserve Community Development District.

61  
62 **FIFTH ORDER OF BUSINESS**

**Ratification of Acceptance of Audit for  
Fiscal Year End September 30, 2023,  
as Prepared by Berger, Toombs, Elam,  
Gaines & Frank**

63  
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65  
66  
67 Mr. Brizendine provided a brief overview of the audit for fiscal year end  
68 September 30, 2023 and advising that it is a clean audit with no finding in the current or  
69 prior year. He further advised that the Chairman had previously accepted the audit. He  
70 asked if there were any questions. There were none.  
71

72 On a Motion by Mr. Bonito, seconded by Mr. Molon, with all in favor, the Board Ratified  
73 the Acceptance of the Audit for Fiscal Year End September 30, 2023, as Prepared by  
74 Berger, Toombs, Elam, Gaines & Frank, for the Catalina at Winkler Preserve Community  
75 Development District.

76  
77 **SIXTH ORDER OF BUSINESS**

**Public Hearing to Consider the  
Adoption of the Fiscal Year 2024/2025  
Budget**

78  
79  
80  
81 Mr. Brizendine reviewed the public hearing process and asked for a motion to  
82 open the public hearing.  
83

84 On a Motion by Mr. Sherman, seconded by Mr. Thompson, with all in favor, the Board  
85 Opened the Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025  
86 Budget, for the Catalina at Winkler Preserve Community Development District.

87  
88 **SEVENTH ORDER OF BUSINESS**

**Presentation of the Proposed Final  
Budget for Fiscal year 2024/2025**

89  
90  
91 Mr. Brizendine provided an overview of the proposed final budget, advising that  
92 there is no increase to the total general fund budget and no increase to assessments.  
93 He advised that the total general fund is \$149,583 and the total reserve fund is \$31,428,

94 per the reserve study. Mr. Brizendine responded to questions from the Board.

95  
96 Mr. Brizendine reviewed the public hearing process and asked for a motion to  
97 open the public hearing.

98  
99 On a Motion by Mr. Sherman, seconded by Mr. Bonito, with all in favor, the Board  
100 Opened the Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025  
101 Budget, for the Catalina at Winkler Preserve Community Development District.

102  
103 Mr. Brizendine opened the floor to public comments. There were none.

104  
105 On a Motion by Mr. Sherman, seconded by Mr. Thompson, with all in favor, the Board  
106 Closed the Public Hearing to Consider the Adoption of the Fiscal Year 2024/2025  
107 Budget, for the Catalina at Winkler Preserve Community Development District.

108  
109 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-04,  
Annual Appropriations and Adopting  
the Final Budget for Fiscal Year  
2024/2025**

110  
111  
112  
113  
114 Mr. Brizendine provided a brief overview of the resolution and asked if there were  
115 any questions. There were none.

116  
117 On a Motion by Mr. Bonito, seconded by Mr. Thompson, with all in favor, the Board  
118 Adopted Resolution 2024-04, Annual Appropriations and Adopting the Final Budget for  
119 Fiscal Year 2024/2025, for the Catalina at Winkler Preserve Community Development  
120 District.

121  
122 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-05,  
Fiscal Year 2024/2025 Assessments**

123  
124  
125 Mr. Brizendine provided a brief overview of the resolution and asked if there were  
126 any questions. There were none.

127  
128 On a Motion by Mr. Sherman, seconded by Mr. Bonito, with all in favor, the Board  
129 Adopted Resolution 2024-05, Making a Determination of Benefit and Imposing Special  
130 Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of  
131 Special Assessments; Certifying an Assessment Roll, Providing for Amendments to the  
132 Assessment Roll; Providing a Severability Clause, and Providing for an Effective Date,  
133 for the Catalina at Winkler Preserve Community Development District.

134  
135 **TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-06,  
Adopting a Meeting Schedule for  
Fiscal Year 2024/2025**

136  
137  
138  
139 Mr. Brizendine presented the meeting schedule resolution and discussed the

140 need to change the meeting date to the first Wednesday of the month at 2:30 p.m., with  
141 meetings being held quarterly. The Board agreed to the change.  
142

143 On a Motion by Mr. Thompson, seconded by Mr. De Mond, with all in favor, the Board  
144 Adopted Resolution 2024-05, Adopting a Meeting Schedule for Fiscal Year 2024/2025,  
145 for the Catalina at Winkler Preserve Community Development District.

146  
147 **ELEVENTH ORDER OF BUSINESS**                      **Consideration of EarthBalance**  
148 **Proposal for 2024 Nuisance and**  
149 **Exotic Plant Species Maintenance**  
150

151 Mr. Brizendine provided an overview of the EarthBalance proposal for one year  
152 of quarterly ongoing nuisance and exotic plant species maintenance, totaling \$9,980.00,  
153 and asked if there were any questions. There were none.  
154

155 On a Motion by Mr. Sherman, seconded by Mr. Molon, with all in favor, the Board  
156 Approved the EarthBalance Proposal for 2024 Nuisance and Exotic Plant Species  
157 Maintenance, totaling \$9,980.00, for the Catalina at Winkler Preserve Community  
158 Development District.

159  
160 **TWELFTH ORDER OF BUSINESS**                      **Discussion of HB 7013, District Goals**  
161 **and Objectives**  
162

163 Mr. Brizendine reviewed the new requirement of all Special Districts, establishing  
164 goals and objectives each fiscal year. He reviewed options for consideration as  
165 provided in the agenda package. He advised there is no requirement to the number of  
166 goals and objectives approved on an annual basis, and it can change from year to year,  
167 though the Board will need to approve a way to measure whether the goals and  
168 objectives were met and that must be added to the District's website. Board discussion  
169 ensued.  
170

171 On a Motion by Mr. Molon, seconded by Mr. Bonito, with all in favor, the Board Selected  
172 Website Maintenance, Reserve Study, and Budget Conscious as District Goals and  
173 Objectives, for the Catalina at Winkler Preserve Community Development District.

174  
175 **THIRTEENTH ORDER OF BUSINESS**                      **Staff Reports**  
176

177 A. District Counsel  
178 Ms. Gentry reminded the Board of the Ethics training requirement. She further  
179 advised that Mr Sherman, Mr. De Mond, and Mr. Thompson ran unopposed for the  
180 2024 election. Ms. Gentry provided an update related to the current litigation and  
181 advised that trial is set for March 2025 with mediation scheduled for November 4th.  
182

183 On a Motion by Mr. Thompson, seconded by Mr. Bonito, with all in favor, the Board  
184 Authorized Mr. Sherman and Ms. Blandon to Attend the Mediation, for the Catalina at  
185 Winkler Preserve Community Development District.



186  
187 Ms. Gentry advised that litigation counsel is recommending a shade session. Ms.  
188 Gentry requested a shade session on November 6, 2024 at 2:30 p.m. at the office  
189 of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort  
190 Myers, Florida 3392, to discuss settlement negotiations and litigation expenditures  
191 in the case of Knecht vs. Catalina at Winkler Preserve CDD. She advised that in  
192 attendance would be District Management (Belinda Blandon and/or Scott  
193 Brizendine), District Counsel (Lauren Gentry and/or Patrick Collins), Litigation  
194 Counsel (Jennifer Barron), the Court Reporter, and Board members (Keith  
195 Sherman, Joe Molon, Troy De Mond, Richard Bonito, and Douglas Thompson).  
196 She advised the Shade Session would be canceled if it is not needed.  
197

198 On a Motion by Mr. Sherman, seconded by Mr. Thompson, with all in favor, the Board  
199 Set a Shade Session Related to the Current Litigation for Wednesday, November 6,  
200 2024 at 2:30 p.m., for the Catalina at Winkler Preserve Community Development District.

201  
202 B. District Engineer

203 Mr. Savage provided an overview of the NPDES Cycle 4 Year 7 Observation  
204 Report  
205

206 Mr. Savage provided an overview of the proposal received from M.R.I.  
207 Inspection, LLC, Pro-Vac, and Shanandoah General Construction Co. for storm  
208 drainage structure maintenance. Mr. Sherman inquired as to the amount of  
209 debris covering some of the storm water inlet grates and agreed that the basins  
210 should be cleaned out. He discussed the water accumulation in the streets from  
211 the last storm, Tropical Storm Debby, and advised it may be due to the ponds  
212 and surrounding water bodies being full.  
213

214 On a Motion by Mr. Molon, seconded by Mr. De Mond, with all in favor, the Board Tabled  
215 Consideration of Proposals for Storm Drainage Structure Maintenance to Allow the  
216 District Engineer to Obtain Revised Proposals to be Considered at the November  
217 Meeting, for the Catalina at Winkler Preserve Community Development District.

218  
219 Ms. Bailey Hill of Solitude Lake Management reviewed the latest salinity test  
220 results, advising that the samples were taken prior to the tropical storm. She  
221 recommended quarterly salinity testing. The Board concurred and asked that an e-  
222 coli test be performed in November.  
223

224 C. District Manager

225 Mr. Brizendine advised the next meeting of the Catalina at Winkler Preserve  
226 CDD is scheduled for Wednesday, November 6, 2024, at 2:30 p.m.  
227

228 **FOURTEENTH ORDER OF BUSINESS**                      **Supervisor Requests and Comments**

229  
230 Mr. Brizendine opened the floor to Supervisor requests and comments. There  
231 were none.  
232

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Brizendine stated there are no other agenda items to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Sherman, seconded by Mr. Thompson, with all in favor, the Board adjourned the meeting at 3:39 p.m., for the Catalina at Winkler Preserve Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT

# Tab 2

# CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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District Office · Ft. Myers, Florida · (239) 936-0913  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.catalinacdd.org](http://www.catalinacdd.org)

## Operation and Maintenance Expenditures July 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2024 through July 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$8,104.24**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	100201	28191	Engineering Services 07/24	\$ 1,087.50
Florida Power & Light Company	100200	09846-68343 06/24	17043 TREMONT ST # AERATOR 06/24	\$ 92.12
Florida Power & Light Company	100200	11246-08348	17213 WRIGLEY CIR # AERATOR 06/24	\$ 70.42
Kilinski / Van Wyk, PLLC	100202	9912	Legal Services 06/24	\$ 1,936.00
Rizzetta & Company, Inc.	100198	INV0000091047	District Management Fees 07/24	\$ 4,452.75
Solitude Lake Management, LLC	100199	PSI087717	Lake & Pond Management Services 07/24	<u>\$ 465.45</u>
<b>Report Total</b>				<b><u>\$ 8,104.24</u></b>

# CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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## **Operation and Maintenance Expenditures August 2024 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2024 through August 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$10,778.89**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Berger, Toombs, Elam, Gaines & Frank CPA	100204	368231	Audit Services FY 22 - 23	\$ 3,400.00
Douglas B Thompson	100205	DT080624	Board of Supervisors Meeting 08/06/24	\$ 200.00
Florida Power & Light Company	20240819-01	09846-68343 07/24 AutoPay	17043 TREMONT ST # AERATOR 07/24	\$ 105.31
Florida Power & Light Company	20240819-02	11246-08348 07/24 AutoPay	17213 WRIGLEY CIR # AERATOR 07/24	\$ 78.38
Gannett Florida LocaliQ	100213	658339	Legal Advertising 07/24	\$ 477.00
Jay Keith Sherman	100206	KS080624	Board of Supervisors Meeting 08/06/24	\$ 200.00
Joseph Molon	100207	JM080624	Board of Supervisors Meeting 08/06/24	\$ 200.00
Richard Bonito	100208	RB080624	Board of Supervisors Meeting 08/06/24	\$ 200.00
Rizzetta & Company, Inc.	100203	INV0000092363	District Management Fees 08/24	\$ 4,452.75
Solitude Lake, LLC	100209	PSI096263	Monthly Lake & Pond Management 08/24	\$ 465.45
Solitude Lake, LLC	100209	PSI100844	Lake, Pond & Wetland 08/24	\$ 407.00

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2024 Through August 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake, LLC	100212	PSI098657	Quarterly Lake Fountain Maintenance 08/01/24 - 10/31/24 08/24	\$ 129.00
Solitude Lake, LLC	100212	PSI098837	Quarterly Aerator Maintenance 08/1/24 - 10/31/24 08/24	\$ 264.00
Troy DeMond	100210	TD080624	Board of Supervisors Meeting 08/06/24	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 10,778.89</u></b>



# CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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## Operation and Maintenance Expenditures September 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2024 through September 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:           **\$13,578.22**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Catalina at Winkler Preserve Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2024 Through September 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barraco and Associates, Inc.	100217	28524	Engineering Services 09/24	\$ 2,450.00
EarthBalance	100218	46433	Preserve Maintenance 09/24	\$ 2,495.00
Florida Power & Light Company	20240918-01	11246-08348 08/24 AutoPay	17213 WRIGLEY CIR # AERATOR 08/24	\$ 74.50
Florida Power & Light Company	20240918-02	09846-68343 08/24 AutoPay	17043 TREMONT ST # AERATOR 08/24	\$ 98.30
Kilinski / Van Wyk, PLLC	100216	10144	Legal Services 07/24	\$ 1,593.00
Kilinski / Van Wyk, PLLC	100219	10437	Legal Services 08/24	\$ 1,949.22
Rizzetta & Company, Inc.	100214	INV0000093040	District Management Fees 09/24	\$ 4,452.75
Solitude Lake Management, LLC	100215	PSI104374	Monthly Lake & Pond Management 09/24	\$ <u>465.45</u>
<b>Report Total</b>				<b>\$ <u>13,578.22</u></b>

# Tab 3

## CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

**DATE:** October 1, 2024

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "District Manager")

**AND:**

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
c/o District Manager at  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**." )

### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

**A. STANDARD ON-GOING SERVICES.** The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per quarter, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting



Rizzetta & Company

Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;

- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. **ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager



Rizzetta & Company

shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

**IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

**V. TERM.** The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

**VI. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager will invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.

ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in



Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager will be billed monthly as incurred.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to



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suspending services.

**VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

**IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.

**X. RESPONSIBILITIES.**

**A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Section 190.006, Florida Statutes, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**XI. TERMINATION.** This Contract may be terminated as follows:

**A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.

**B.** By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract (unless nonpayment is the fault of the District Manager), malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

**C.** By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

**D.** Upon any termination, District Manager will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not





performed in accordance with the Contract. District Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Lee County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, the District Manager will not perform, not be expected to perform, the services which would normally be performed by a construction manager and/or engineer on construction projects undertaken by the District.
- H. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

## XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the sovereign immunity or limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its



employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

**DISTRICT MANAGER INDEMNIFICATION.** The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity or limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIV. WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

**XV. INSURANCE.**



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- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract. The District Manager shall assist in procuring the renewal of said insurance policies so long as engaged as the District Manager. The District Manager shall not be obligated to maintain said insurance policies if the District's Board of Supervisors does not agree to the purchase thereof, refuses to pay premiums thereon, or otherwise prevents the District Manager from procuring or maintaining said insurance policies.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:

  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- E.** If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish,



upon demand, all information that may be required in connection with the District's obtaining the required insurance.

- XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which 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 the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**

- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:



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**If to the District:** Catalina at Winkler Preserve Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
E-mail: [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com)

**With a copy to:** Kilinski | Van Wyk  
517 E. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel  
E-mail: [lauren@cddlawyers.com](mailto:lauren@cddlawyers.com)

**If to the District Manager:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
E-mail: [sbrizendine@rizzetta.com](mailto:sbrizendine@rizzetta.com)

**With a copy to:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
Attn: District Manager  
E-mail: [bblandon@rizzetta.com](mailto:bblandon@rizzetta.com)

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.



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- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXIII. THIRD-PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(5), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this



includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(5)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

**XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT.** District agrees that the District Manager and its employees shall not be required to work in an unsafe and unhealthy work environment. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon prior written notice to the District, provided, however, that in the District Manager's reasonable discretion, should the conditions which pose a hazard to the safety or health of its employees not be imminent dangers, the District shall be given a reasonable opportunity to mitigate any such circumstance and/or conditions prior to such suspension of services. During the period of time that District Manager's employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by its on-site employees or by employees prohibited from going to the areas managed by the District but shall use its best efforts to perform services possible offsite during this time period. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District pursuant to this section. In the event that the District Manager decides to remove its employees from the District pursuant to this Agreement and therefore the District Manager does not provide all or any portion of the services hereunder, District shall not be liable for payment of any services not rendered for the duration of lapse in such services and the District Manager shall prorate its invoice for all affected periods.

**XXIV. FORCE MAJEURE.** The parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by the District for services



actually provided by the District Manager pursuant to this Contract during a Force Majeure. To the extent it is able to provide certain services during an event of Force Majeure, the District Manager will continue to provide such services under the condition that the District remains obligated to compensate the District Manager for such services pursuant to the terms of the Contract. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

**XXVV DISCLOSURE.** Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc. Further District Manager certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, Florida Statutes. District Manager agrees to execute an affidavit in compliance with Section 787.06(13), Florida Statutes, attached hereto as **Exhibit E**.

*(Remainder of this page is left blank intentionally)*



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Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY: \_\_\_\_\_

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: \_\_\_\_\_

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Chairman/Vice Chairman

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy
- Exhibit E** – Anti-Human Trafficking Affidavit



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**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange the time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  4. Provide Form 1 Financial Disclosure documents for Board Members
  5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.
  12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
  13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
  15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.



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16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide the appropriate ad templates and language for each of the above.
  24. Provide instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents and provide for the archiving of District documents.



1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

**A. Financial Statements**

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
  - a) Chart of Accounts
  - b) Vendor and Customer Master File
  - c) Report creation and set-up.
2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - a) Cash Investment Account Reconciliations per fund
  - b) Balance Sheet Reconciliations per fund
  - c) Expense Variance Analysis
3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Manage banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.
  - c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report



- f) Prepare year-end adjusting journal entries as required
  - 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
  - 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.
- B. Budgeting**
- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
  - 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
  - 3. Prepare and cause to be published notices of all budget hearings and workshops.
  - 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.
- C. Accounts Payable/Receivable**
- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
    - a) Manage Vendor Information per W-9 reports
  - 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
  - 3. Maintain checking accounts with qualified public depository including:
    - a) Reconciliation to reported bank statements for all accounts and funds.
  - 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
    - a) File reports with IRS.
- D. Capital Program Administration**
- 1. Maintain proper capital fund and project fund accounting procedures and records.
  - 2. Process Construction requisitions including:
    - a) Vendor Contract completion status
    - b) Verify Change Orders for materials
    - c) Check for duplicate submittals
    - d) Verify allowable expenses per Bond Indenture Agreements such as:
      - (1) Contract Assignment
      - (2) Acquisition Agreement
      - (3) Project Construction and Completion Agreement



3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

**E. Purchasing**

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

**F. Risk Management**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

**FINANCIAL AND REVENUE COLLECTION:**

**A. Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

**B. Administer Assessment Roll Process:**



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1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
  2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
  3. Verify assessments on platted lots, commercial properties or other assessable lands.
  4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
  5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
  2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
  3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
  2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**ADDITIONAL SERVICES:**

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
  - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
  - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
  - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
  - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.



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- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
- 2. Bond Validation;
  - a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
  - b) Provide expert testimony at bond validation hearing in circuit court.
- 3. Certifications and Closing Documents;
  - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- D. Electronic communications/e-blasts;
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.





**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services shall be billed monthly pursuant to the following schedule:

	<b>MONTHLY</b>	<b>ANNUAL</b>
Management:	\$1,893.92	\$22,727
Administrative:	\$ 511.33	\$ 6,136
Accounting:	\$1,374.00	\$16,488
Financial & Revenue Collections:	\$ 473.50	\$ 5,682
Assessment Roll <b>(1)</b> :		\$ 5,682
<b>Total Standard On-Going Services:</b>	<b>\$4,252.75</b>	<b>\$56,715</b>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.



<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



**LITIGATION SUPPORT SERVICES:**

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Manager	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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## EXHIBIT D

### Public Records Request Policy and Fees

#### **Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

##### **Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

##### **Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



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6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, William J. Rizzetta, as President, on behalf of Rizzetta & Company, Incorporated (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Contractor: Rizzetta & Company, Incorporated**

By: \_\_\_\_\_

Name: William J. Rizzetta

Title: President

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me  physical presence or  remote notarization by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, who is  personally known to me or  who produced \_\_\_\_\_ as identification this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Public



Rizzetta & Company

#12525979 v1