



Rizzetta & Company

# Catalina at Winkler Preserve Community Development District

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## Board of Supervisors' Meeting January 10, 2023

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 John Kirkbride Butch Johnston Dick Bonito Joseph Molon	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lauren Gentry	KE Law Group, 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

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

January 3, 2023

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

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District will be held on **Tuesday, January 10, 2023 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 November 08, 2022..... Tab 1
- 4. BUSINESS ITEMS**
  - A. Consideration of Barraco and Associates Proposals..... Tab 2
    - 1. Year 6 MS4 Requirement
    - 2. Post Hurricane Ian Lake Bank and Stormwater Management Review
  - B. Consideration of FEMA Funding Agreement..... 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, KE Law Group

# 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, November 08, 2022, 2021 at 2:38 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>
Dick Bonito	<b>Board Supervisor, Assistant Secretary</b>
Butch Johnston	<b>Board Supervisor, Assistant Secretary (via speaker phone)</b>
Joe Molon	<b>Board Supervisor</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Lauren Gentry	<b>District Counsel, KE Law Group</b>
Wes Kayne	<b>District Engineer, Barraco &amp; Associates, Inc.</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Blandon called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Ms. Blandon advised that with no members of the public present, she would forego public comment.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Meeting held  
on August 09, 2022**

Ms. Blandon presented the minutes of the Board of Supervisors' Meeting held on August 09, 2022 and asked if there were any questions, comments, or changes to the minutes as presented. There were none.

On a Motion by Mr. Sherman, seconded by Mr. Molon, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 09, 2022, for the Catalina at Winkler Preserve Community Development District.
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47 **FOURTH ORDER OF BUSINESS**

**Consideration of the Operations and  
Maintenance Expenditures for the  
Month of July 2022**

48  
49  
50  
51 Ms. Blandon presented the operations and maintenance expenditures for the  
52 period of July 1-31, 2022 totaling \$10,448.16, and asked if there were any questions.  
53 There were none.  
54

55 On a Motion by Mr. Kirkbride, seconded by Mr. Sherman, with all in favor, the Board  
56 Approved the Operations and Maintenance Expenditures for the Month of July 2022  
57 which totaled \$10,448.16, for the Catalina at Winkler Preserve Community Development  
58 District.

59  
60 **FIFTH ORDER OF BUSINESS**

**Discussion Regarding Hurricane Ian  
Recovery and Ratification of Actions  
Taken**

61  
62  
63  
64 Ms. Blandon advised that Earth Balance was onsite to conduct post hurricane  
65 clean up at a cost of \$3,250 per day, with a total of \$10,358.29; she advised that  
66 Solitude should be joining the meeting and speak to lake salinity testing levels. Mr.  
67 Kayne provided an overview of the Barraco & Associates post storm inspection advising  
68 that observations were not fruitful due to high water levels but recommended reviewing  
69 the lake banks for erosion and reviewing stormwater structures for sediment once water  
70 levels recede. Mr. Kayne advised that the cost could be approximately \$4,500 for such  
71 inspections, he further recommended combining the inspections with the NPDES  
72 inspections that are coming due. Discussion ensued regarding water levels and testing.  
73 Mr. Kayne responded to questions from the Board related to the stormwater system.  
74

75 On a Motion by Mr. Sherman, seconded by Mr. Molon, with all in favor, the Board  
76 Ratified Actions Taken Post Hurricane Ian, for the Catalina at Winkler Preserve  
77 Community Development District.

78  
79 On a Motion by Mr. Bonito, seconded by Mr. Kirkbride, with all in favor, the Board  
80 Approved a Not to Exceed Amount of \$4,500 for the District Engineer to Conduct  
81 Assessments of the Lake Banks and Stormwater Management System, for the Catalina  
82 at Winkler Preserve Community Development District.

83  
84 On a Motion by Mr. Kirkbride, seconded by Mr. Bonito, with all in favor, the Board  
85 Authorized Staff and the Chairman to Proceed with Hurricane Repairs Under the  
86 Spending Authority Resolution, for the Catalina at Winkler Preserve Community  
87 Development District.

88  
89 Mr. Sherman inquired as to conducting an after-action review to determine if  
90 there was something that could have been done that was not. Discussion ensued  
91 regarding hurricane recovery efforts, including responsibility of removal of debris. Ms.

92 Blandon advised that a homeowner has advised of concerns related to a broken back  
93 flow who is seeking reimbursement for repairs. Discussion ensued.  
94

95 On a Motion by Mr. Sherman, seconded by Mr. Bonito, with all in favor, the Board Took  
96 No Action Related to the Request for Reimbursement for Repairs to a Resident Back  
97 Flow without Additional Evidence, for the Catalina at Winkler Preserve Community  
98 Development District.

99  
100 Mr. Sims, Field Operations Manager for Solitude, introduced himself and advised  
101 that he is a biologist. Mr. Sims responded to questions from the Board related to the  
102 health of the lakes. Discussion ensued regarding the health of the lakes as it relates to  
103 the HOA utilizing the lake water for irrigation. Mr. Sims recommended quarterly testing  
104 of the three lakes. Mr. Sherman asked that Mr. Sims provide testing recommendations  
105 and costs to Ms. Blandon for review by the Board. Ms. Gentry advised that the irrigation  
106 of private lots is not the responsibility of the CDD; she advised that the purpose of the  
107 Stormwater System is to collect the storm water. Mr. Sherman clarified that the salinity  
108 and fecal matter tests will be conducted. Ms. Blandon recommended that Ms. Gentry  
109 draft a letter to be provided to the HOA identifying various concerns following the storm  
110 as well as outlining CDD responsibilities.

111  
112 Ms. Blandon advised that an HOA representative has reached out to her to  
113 inquire as to providing dial in information for meeting attendance. Mr. Sherman advised  
114 that the meetings are open to the public and residents and HOA representatives can  
115 attend the meetings in person.  
116

## 117 **SIXTH ORDER OF BUSINESS**

### 117 **Discussion Regarding Lake Bank 118 Erosion Concerns on Clemente Court**

119  
120 Ms. Blandon reviewed correspondence received from the homeowner who has  
121 concerns related to the erosion behind the home on Clemente Court. Mr. Kayne and  
122 Ms. Gentry provided an overview of the concern and correspondence back and forth  
123 with the resident. Ms. Gentry clarified that the CDD does not have objections to the  
124 resident having work conducted as long as the work is completed in compliance with the  
125 permit specifications. Mr. Sherman advised that the CDD does not have any purview  
126 over the ARC Committee and their decisions. Ms. Blandon recommended having  
127 counsel provide a response to the resident and also provide a copy of the letter to the  
128 Association as well as the Association Counsel. Mr. Kayne advised that he does not  
129 believe this is a CDD issue at this time. Ms. Gentry clarified that the 2018 lake bank  
130 work that was conducted was to restore the lake bank slope; she asked if the yard in  
131 question is in compliance with the permit. Mr. Kayne advised that the yard appears to  
132 be in compliance. Mr. Kayne advised that he is not familiar with the tree in question.  
133

## 134 **SEVENTH ORDER OF BUSINESS**

### 134 **Staff Reports**

#### 135 A. District Counsel

136 Ms. Gentry reviewed the funds available from FEMA related to a resiliency  
137

- 138 project.  
139  
140 B. District Engineer  
141 Mr. Kayne advised that the Cycle 4 Year 5 NPDES annual report has been  
142 submitted.  
143  
144 C. District Manager  
145 Ms. Blandon advised that the next meeting of the Board of Supervisors is  
146 scheduled for Tuesday, February 14, 2023 at 2:30 p.m. The Board  
147 advised they would like to move the meeting to January 10<sup>th</sup> at 2:30 p.m.  
148

149 **EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

150 Ms. Blandon opened the floor to Supervisor requests and comments.  
151  
152

153 Mr. Sherman recommended sending the letter related to CDD easements to  
154 Michael Pallidino, the HOA Manager. Mr. Johnston recommended providing the  
155 correspondence to the HOA attorney as well.  
156

157 Mr. Kirkbride thanked Ms. Blandon and Mr. Kayne for their efforts after the  
158 hurricane.  
159

160 **NINTH ORDER OF BUSINESS**

**Adjournment**

161  
162 Ms. Blandon stated there are no other agenda items to come before the Board and  
163 asked for a motion to adjourn the meeting.  
164

On a Motion by Mr. Kirkbride, seconded by Mr. Bonito, with all in favor, the Board adjourned the meeting at 4:48 p.m. for the Catalina at Winkler Preserve Community Development District.

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

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



# Tab 2

December 2, 2022

Ms. Belinda Blandon  
District Manager  
Catalina at Winkler Preserve Community Development District (CDD)  
9530 Marketplace Road, Suite 206  
Fort Myers, Florida 33912

**Re: Catalina at Winkler Preserve CDD  
Contract Addendum No. 12  
NPDES MS4 Permit No. FLS000035-004 – Year 6 Annual Report (Cycle 4)**

Dear Ms. Blandon:

The Catalina at Winkler Preserve CDD (referenced herein as the District) is an approved co-permittee on the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit issued to Lee County by the Florida Department of Environmental Protection (FDEP). The permit generally operates in five-year cycles, with the most recent cycle, Cycle 4, issued by FDEP under Permit No. FLS000035-004 on May 1, 2017. It is the right of the District, as an approved co-permittee, to discharge stormwater to waters of the State, in accordance with the approved Stormwater Management Programs; but likewise it is the responsibility of the District to adhere to the various requirements of the approved permit, as outlined therein.

Year 6 of the most recent NPDES MS4 permit cycle shall cover the period between May 1, 2022 and April 30, 2023. Barraco and Associates, Inc. (BAI) is pleased to offer the following engineering professional services to assist the District with the following Year 6 requirements of the NPDES MS4 permit:

- A. Meeting Representation: BAI shall represent the District at meetings related to the NPDES MS4 permit. These meetings shall include, but are not limited to monthly co-permittee meetings at Lee County to discuss compliance issues and permit requirements, as well as “as needed” local meetings with FDEP in order to obtain updates and/or clarifications related to permit requirements. **(Lump Sum)** \$1,500.00
- B. Inspection and Documentation of District Facilities: BAI shall perform documented inspections of the inventoried water management facilities maintained by the District in accordance with the permit requirements and as outlined by the Inspection Schedule for Structural Controls. Documentation for all inspections will be maintained on file by BAI in the event of an FDEP audit so as to demonstrate compliance with permit requirements. Provided under separate Work Order
- C. Proactive Illicit Discharge Inspections: BAI shall perform documented proactive illicit discharge inspections within the District in accordance with the permit requirements and as outlined by the Illicit Discharge Program. Documentation for all inspections will be maintained on file by BAI in the event of an FDEP audit so as to demonstrate compliance with permit requirements. Provided under separate Work Order

- D. Total Maximum Daily Load (TMDL) Prioritization Report and Monitoring Plan: Completed in  
BAI shall compile a list of all known TMDLs as adopted by FDEP and/ or Year 1  
EPA of those water bodies into which the District discharges stormwater for  
the purpose of creating a Prioritization Report and Monitoring Plan for  
FDEP review and approval. This task shall include responding to any  
sufficiency comments issued by FDEP with respect to the Prioritization  
Report and Monitoring Plan. The TMDL Prioritization Report must be  
prepared and submitted to FDEP for approval no later than April 30, 2019.  
Once approved by FDEP, the TMDL Monitoring Plan must be prepared and  
submitted to FDEP in Years 2 and 3.
- E. Annual Report Preparation: BAI shall prepare and submit the Year 6 Annual \$2,500.00  
Report to Lee County. Lee County shall compile the Annual Reports for the  
various approved co-permittees and shall forward all information to FDEP.  
This task shall include responding to any sufficiency comments issued by  
FDEP with respect to the completed Annual Report. The Year 6 Annual  
Report must be prepared and submitted to FDEP for approval no later than  
October 29, 2023. **(Lump Sum)**
- F. *Please be advised the tasks outlined above do not represent a comprehensive As requested  
summary of those responsibilities of the District which may be required for  
compliance with the approved NPDES MS4 permit. Any professional services  
which are not explicitly identified above are excluded from this agreement  
and may be provided by BAI at per diem rates or via separate agreement,  
including but not limited to the following:*
- *Surveying services*
  - *Modifications to the inventory map as a result of “field truthing”*
  - *Coordination with homeowners associations within the District*
  - *Re-inspection of structural controls due to deficiencies noted during  
initial inspection*
  - *Reactive illicit discharge inspections*
  - *Water quality sampling*
  - *Public education or training*
  - *Construction site runoff inspections or monitoring*

**Total Addendum No. 12: \$4,000.00**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day  
and year first above written.

**CLIENT:**  
**CATALINA AT WINKLER PRESERVE CDD**

**CONSULTANT:**  
**BARRACO AND ASSOCIATES, INC.**

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Keith Sherman  
*Board Supervisor - Chairman*

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Wesley Kayne, P.E.  
*Vice President of Engineering*

## WORK ORDER FOR CONSULTANT SERVICES

PROJECT NAME: Catalina at Winkler Preserve CDD      DATE: December 2, 2022  
PROJECT NUMBER: 22271      CLIENT: Belinda Blandon  
WORK ORDER NO.: 2022-1      PROJ. MGR: Wesley Kayne, P.E.

- CP - COST PLUS - Time and materials based on hourly rate schedule in effect at the time service is rendered.
- CPM - COST PLUS - Maximum fee not to be exceeded without prior authorization.**
- LS - LUMP SUM – The Task described below shall be performed for a fixed fee.

### TASK DESCRIPTION:

#### **Task 2022-1.1**

##### **Post Hurricane Ian Lake Bank Review \$2,500.00**

- Site observation of lake slopes
- Prepare a lake bank repair exhibit for budget considerations
- Bidding assistance, construction access assistance, and minimal construction observation not included.

#### **Task 2022-1.2**

##### **Post Hurricane Ian Stormwater Management System Review \$4,000.00**

- Site observation of inlets including probing of sediment within structures.
- Prepare a stormwater management system maintenance exhibit for budget considerations.
- Bidding assistance, construction access assistance, and minimal construction observation not included.
- Task will be considered to also fulfill NPDES MS4 Year 6 Annual Inspection requirement including illicit discharge inspections.

**TOTAL W.O. 2022-1: \$6,500.00**

### AUTHORIZATION:

The work referenced above will be initiated when copy of this work order is signed by Client.

I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE-TYPE" above. Work authorized under this agreement is subject to the terms and conditions of the original contract.

\_\_\_\_\_  
Client: Belinda Blandon

\_\_\_\_\_  
Date

# Tab 3

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Catalina at Winker Preserve Community Development District

Subrecipient's unique entity identifier: \_\_\_\_\_

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Catalina at Winker Preserve Community Development District

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Catalina at Winker Preserve Community Development District (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name           Jennifer Stallings  
 Title            Grant Program Manager  
 Bureau of       Recovery  
 Address:        Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
 Telephone:     (850) 815-4408  
 Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**



**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Catalina at Winker Preserve Community Development District

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

(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

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

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

\_\_\_\_\_  
Name and Title  
**8425 Sumner Avenue**  
Street Address  
**Fort Myers, FL, 33908**  
City, State, Zip

\_\_\_\_\_  
Date

Catalina at Winker Preserve Community Development District

\_\_\_\_\_  
Subrecipient's Name  
**Z3351**  
DEM Contract Number

\_\_\_\_\_

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)  
 FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
 FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Catalina at Winker Preserve Community Development District

<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Contact (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 3: Alternate Contact (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_

**Subrecipient Authorized Representative Signature**

\_\_\_\_\_

**Date**



**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Catalina at Winker Preserve Community Development District      **Date:**

<b>Box 7:            Other</b> (Read Only Access)	<b>Box 8:            Other</b> (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 9:            Other</b> (Read Only Access)	<b>Box 10:           Other</b> (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 11:           Other</b> (Read Only Access)	<b>Box 12:           Other</b> (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: <b>Month:</b> <b>Day:</b>
Subrecipient's Federal Employer's Identification Number (EIN)                      26-0126692
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management
Subrecipient's: FIPS Number (If Known)                      071-UT6AI-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date