TOSCANA ISLES

COMMUNITY DEVELOPMENT DISTRICT

November 28, 2022

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Toscana Isles Community Development District

OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W●Boca Raton, Florida 33431
Phone: (561) 571-0100●Toll-free: (877) 276-0889●Fax: (561) 571-0013

November 21, 2022

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors
Toscana Isles Community Development District

Dear Board Members:

The Board of Supervisors of the Toscana Isles Community Development District will hold a Regular Meeting on November 28, 2022 at 2:00 p.m, at the offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, Florida 34238**.** The agenda is as follows:

1. Call to Order/Roll Call

2. Discussion/Consideration: Meeting Duration **[2.25 hours]**

3. Public Comments **[15 minutes]**

4. Administration of Oath of Office to Newly Elected Supervisors William Contardo [Seat 1] and Scott Blaser [Seat 3] *(the following to be provided in a separate package)* **[10 minutes]**
   - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
   - B. Membership, Obligations and Responsibilities
   - C. Financial Disclosure Forms
     - I. Form 1: Statement of Financial Interests
     - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
     - III. Form 1F: Final Statement of Financial Interests
   - D. Form 8B – Memorandum of Voting Conflict

5. Consider Appointment of Qualified Electors to Fill Unexpired Terms of Seats 2 and 4; *Terms Expire November 2024* **[15 minutes]**
   - Candidates
     - A. James K. Collins
     - B. Suzanne J. Doyle
     - C. Michael Traczuk

D. Other Candidates

6. Administration of Oath of Office to Newly Appointed Supervisors *(the following to be provided in a separate package)* **[5 minutes]**
   A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
   B. Membership, Obligations and Responsibilities
   C. Financial Disclosure Forms
      I. Form 1: Statement of Financial Interests
      II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      III. Form 1F: Final Statement of Financial Interests
   D. Form 8B – Memorandum of Voting Conflict
7. Consideration of Resolution 2023-01, Designating Certain Officers of the District, and Providing for an Effective Date **[5 minutes]**
8. Consideration of Resolution 2023-02 Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date **[10 minutes]**
9. Continued Discussion: Policy Regarding Parking and Towing **[10 minutes]**
10. Discussion: Juniper Landscaping of Florida, LLC Recommendation for Sabal Palm Replacement Under Warranty **[10 minutes]**
11. Consideration of Juniper Landscaping of Florida, LLC, Fifth Addendum to Contract **[5 minutes]**
12. Update: District FEMA Claim **[5 minutes]**
13. Consideration of Rostan Solutions, LLC Agreement for Professional Services **[5 minutes]**
14. Discussion/Consideration: Cost Share Agreement with the Master Association Related to Rostan Solutions, LLC **[5 minutes]**
15. STAFF REPORTS **[5 minutes]**
   A. District Counsel: *Straley Robin Vericker*
   B. District Engineer: *AM Engineering, LLC*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD
  - QUORUM CHECK

Seat 1	William Contardo	☐ IN-PERSON	☐ PHONE	☐ NO
Seat 2		☐ IN-PERSON	☐ PHONE	☐ NO
Seat 3	Scott Blaser	☐ IN-PERSON	☐ PHONE	☐ NO
Seat 4		☐ IN-PERSON	☐ PHONE	☐ NO
Seat 5	Brian Watson	☐ IN-PERSON	☐ PHONE	☐ NO

16. Board Members' Comments/Requests **[10 minutes]**

17. Public Comments **[15 minutes]**

18. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 131 733 0895

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

5A

From: James Collins <jimbocollins6@gmail.com>
Sent: Sunday, May 8, 2022 4:12 PM
To: Cindy Cerbone <cerbonec@whhassociates.com>
Subject: Open CDD seat

Hello Cindy,

I would like to apply for the open CDD seat and have attached my professional resume.

In addition, I was the Treasurer of my condominium development for almost 30 years. This consisted of 129 units and an annual budget of $800,000. In my role I was involved in numerous capital projects including roof replacements, road maintenance and replacement of the siding of the 19 buildings of the condominium.

Since moving to Toscana Isles, I was on the resident advisory board. Also, for two years I was the Treasurer of the Activities Committee including organizing and being involved in most of the activities that were planned.

I have been present at a number of the CDD meetings and worked with you to gain a greater understanding of the CDD. If appointed, I feel I could seamlessly step into the open board seat and be a productive Board member.

Please let me know if you have any questions.

My cell phone is 917.837.8698.

Very truly yours,

Jim Collins

James K. Collins

39 D Heritage Drive New City, NY 10956• (917) 837-8698•
CollinsJames495@ymail.com

AREAS OF EXPERTISE

- Team building
- Exceptional communication skills
- Budgeting and Analysis competency
- Leadership ability
- Project management

Comprehensive Development, Inc
New York City, NY **2014-March 2015**

- Director of Finance for $ 4 million organization with 40 employees. Not-For-Profit Organization that supplements educational programs for at-risk students in the New York City Public School
- Prepares monthly financial reports, processes payroll and maintains Agency accounting system
- Manages a series of grants with New York City Department of Education as well as numerous private foundations
- Functions as the Director of Human Resources for the Agency

Business Manager
New City Library, New City NY **2013-March 2014**

- Business Manager for the New City Library, a 60 employee (37 FTE) Not-For-Profit Corporation with a $ 5million annual budget.
- On-going meetings with the Board of Trustees regarding operating and policy issues regarding the daily functioning of the Library.

* Responsible for budget development and monitoring including issuing monthly Budgets to department heads and the Board of Trustees.
* Responsible for all purchasing, vouchering and payroll issues. Also functions as The Personnel Director handling all employee grievances & negotiations with the union.
* Managed the physical plant and grounds including a variety of service contracts;

Executive Director

Murray-Weigel Hall, Bronx NY **2008- 2012**

- Served as the Executive Director of Murray-Weigel Hall, a healthcare facility for older retired Jesuits.
- Provided overall direction and leadership for the staff and residents of Murray-Weigel Hall.
- Restructured and outsourced the food delivery program resulting in better quality food and annual savings of $ 500,000.
- Developed and implemented (with the assistance of an outside accounting firm) fiscal procedures and controls to ensure that accountability is built into the process. During my tenure, the operating budget was reduced by 50%.
- Managed the implementation of a PACE (Program for All Inclusive Care of the Elderly) program at Murray-Weigel. This is a managed care program that shifts the financial costs for the medical care of our residents from the facility to the vendor with annual savings of $ 1.5 million. The residents were enrolled in Medicaid and with Medicare, the PACE program expenses for staff and medical care were transferred from the facility to Medicaid/Medicare.
- On-site supervisor of $ 4 million dollar facility renovation to increase the census of the facility by 25%.
- Functioned as the Human Resources Director: negotiated labor contract, approved all personnel transactions (hiring, separation, and discipline of staff), developed Personnel policies and procedures for the facility as well as a performance evaluation program for all staff, and negotiated the layoff of staff due to contracted new healthcare program..
- Served as the IT Coordinator for the facility.

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Deputy Director and Chief Financial Officer
Manhattan Psychiatric Center, Ward's Island, NY **1998- 2008**

- Served as the Chief Financial Officer for the Psychiatric Center (with 600 residents and 1,000 staff) and was responsible for adjusting spending allocations for facility's subunits based on the State funding for the facility budget. The facility had a $ 30 million personnel services budget and an $ 8 million non personnel services budget. Departments received monthly reports detailing expenses and Facility Cabinet members were accountable for helping to resolve excess spending.
- Identified facility wide problems as part of Performance Improvement Council and developed plan of correction for concerns cited by JACHO.
- Served on Executive Cabinet: the Facility-Wide Directors Council.
- Identified systemic problem areas and developed protocol that greatly improved accountability and quality of care in various support departments including The Business Office, Safety and Security, Maintenance, Storeroom, Housekeeping and Nutrition. Worked with the department leadership of large support departments to ensure that standards were communicated to departmental employees and consumers. Housekeeping consisted of 50 employees and 15 patient workers and Nutrition consisted of 60 employees and 20 patient workers.
- Served as chief liaison for the development of resident debit card program which removed cash from our residents and thus reduced the volume of contraband.

- Supervised the Human Resources Department including Employee Relations and Recruitment

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Business Officer
Kirby Forensic Psychiatric Center, Ward's Island, NY 1989- 1998

- Served as the Business Officer for a secure facility for 150 psychiatric criminally involved residents.
- Developed and monitored unit budgets for all departments; supervised Business Office staff (10 employees) to ensure that purchasing, vouchering, and payroll activities were completed timely and accurately. Facility had a $ 3 million non personnel services budget.
- Responsible for developing and monitoring facility budget and ensuring that relevant financial data was presented to the Executive Director and Cabinet.
- Developed and monitored contracts for major services: telecommunications, extermination, and power plant maintenance.
- Communicated with support department supervisors to ensure that the contracts meet facility needs.

Assistant Business Officer
NYS Office for People with Disabilities 1978-1989

- Work in two facilities (including Letchworth Village) serving the developmentally disabled.
- Managed a full range of support services including housekeeping, maintenance, security, nutrition, and transportation (which included a comprehensive vehicle maintenance program).
- Served as the administrative liaison for all support services establishing the first residential units at a new facility (Bronx Developmental Center).
- Assisted in developing, implementing and monitoring medical contracts for speech, rehabilitation services and medical services.
- Helped to implement a patient worker program in support departments in which residents were able to develop work skills and earn a salary and independence.
- Contract manager for three year $ 1 million Federal Grant: prepared budget, filed reports and ensured that facility grant operated within Federal guidelines.
- Assisted in facility preparation and response to various Federal, State and City surveys:

EDUCATION

- **John Jay College: Masters of Public Administration**
- **Lehman College: Bachelor of Arts: Psychology**
- **New York State Nursing Home Administrator License Number 05201**

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

5B

June 22, 2022

Cindy Cerbone
Jamie Sanchez
Wrathell, Hunt and Assoc. LLC

RE: My Attached Resume

Dear Cindy and Jamie:

Thank you for having conversations with me regarding questions I have had regarding
The CDD board and functions that I have inquired about last year and this year as well.
As you know I decided to run for a position on the board and submitted the proper paperwork
through the Supervisor of Elections.

After thinking about your question asking if I might want to be the fill-in person, my answer
Is YES . If chosen, I will give it my all and eager to learn the responsibilities of the position.

Best regards,

Sue Doyle

SUZANNE J. DOYLE
364 Maraviya Boulevard
Nokomis FL
Email: doylsu45@gmail.com
Phone: 860 307-7335

A little bit about my background……

I grew up in Litchfield CT since 1957 and graduated from Litchfield High School and attended Dean Junior College majoring in Executive Secretarial. I was quickly put into the senior class as my training in high school was excellent. However, at mid-year I knew I was wasting my mother's hard earned money and left. I quickly found a job as executive secretary to the Manager of Marketing in a major national company.

Once married with two children my husband urged me to get into real estate so I could be home with our children. At age27 I started working for a local family owned real estate company and four years later was listing and selling more than the owners and decided to start my own company. After owning and managing my company for 34 years I sold it to Coldwell Banker Corporate in 2006. I now have my CT Brokers license with Sotheby's and just do referrals.

During my real estate career of 50+ years, I learned a lot about creating subdivisions, participated in helping my clients go through the process of P&Z planning. No sewer and city water where I lived so I am knowledgeable on septics and wells! I mainly sold residential and land but also sold some commercial properties.

Until my husband's death in 2019 we owned many properties in Florida and CT. We spent a lot of time over twelve years in our second homes here in Osprey and Nokomis and also owned a condo in CT with an HOA that I helped work on to get a management company to take over. In December of 2019 I purchased in Toscana Isles and bought the Emerald model home that my husband loved. The developer and his land planners did a wonderful job creating a beautiful setting at Toscana with great curb appeal.

Some Boards and Committees I served on…

First woman to be on the Litchfield Borough Board of Warden and Burgesses in my 30's. One of the first two women to serve on the Board of Directors of Litchfield Bancorp for almost 20 years and then stepped back and stayed on as a Corporator. Served on the Litchfield County Board of Realtors Grievance Committee for at least ten years. Received the prestigious award a few years ago of Realtor Emeritus. I served as chairman of the March of Dimes fund raiser and the Jr. Women's startup of the club still now in existence. Locally here worked with Child Service Protection Agency as a volunteer.

If you will consider me for a fill in for November, I would give it my all and hope I can live up to the job.

Best regards,

Sue Doyle

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

5C

From: mtracy@pa-max.com <mtracy@pa-max.com>
Sent: Tuesday, May 17, 2022 1:01 PM
To: Cindy Cerbone <cerbonec@whhassociates.com>
Cc: MTRACY@PA-MAX.COM
Subject: CDD Board

Ms. Cerbone,

I was advised that there is an opening on the Board of Directors. I wish to have you consider me for the position.

I do not have a resume because I am retired and I did own a few businesses and there was no need for a resume.

I am presently 73 years of age and I live in Toscana Isles.

I am still licensed as a public adjuster and still have a company under "Public Adjusters Maximum".

I had to partially close the business in 2019 when I was diagnosed with Lymphoma. I am presently in remission. Unfortunately, the doctors indicate that it is not curable but containable. At the time of partially closing, I had a staff of 6 people working. Most of them had either opened a business on their own or found other employment since leaving. I went out of my way to make sure everyone was not left high and dry.

Prior to opening Public Adjusters Maximum, I owned ABC Public Adjusters, located in Philadelphia Pa. We had 33 employees and we were in business over 30 years. I sold the business and moved permanently to Florida.

I also was involved in numerous Associations as a board member and at one time, served as President of Mid Atlantic Public Insurance Adjusters.

I believe I am very fair minded and listen to all sides, before making a decision. Hopefully you would consider me for the position and I am very open to a meeting to discuss.

Thank You for your time.

Michael Traczuk
401 Maraviya Blvd
Nokomis FL 34275
941-400-7594
Mtracy@pa-max.com

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Toscana Isles Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Jamie Sanchez is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 28th day of November, 2022.

ATTEST:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Toscana Isles Community Development District("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with Sarasota County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of November, 2022.

Attest:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION Offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, Florida 34238		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
November 7, 2022* *Continued to November 15, 2022*	**Regular Meeting**	**10:00 AM**
November 15, 2022	**Continued Regular Meeting**	**10:00 AM**
November 28, 2022	**Regular Meeting**	**2:00 PM**
December __, 2022	**Regular Meeting**	**__:__ AM/PM**
January __, 2023	**Regular Meeting**	**__:__ AM/PM**
February __, 2023	**Regular Meeting**	**__:__ AM/PM**
March __, 2023	**Regular Meeting**	**__:__ AM/PM**
April __, 2023	**Regular Meeting**	**__:__ AM/PM**
May __, 2023	**Regular Meeting**	**__:__ AM/PM**
June __, 2023	**Regular Meeting**	**__:__ AM/PM**
July __, 2023	**Regular Meeting**	**__:__ AM/PM**
August __, 2023	**Regular Meeting**	**__:__ AM/PM**
September __, 2023	**Regular Meeting**	**__:__ AM/PM**

***Exception**

November meeting date is two weeks earlier to accommodate Thanksgiving Holiday

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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Toscana Isles Community Development District ("CDD")

Parking and Towing Policy ("Parking Policy")

I. Parking Restrictions

A. For purposes of this Policy, "vehicle" includes, without limitation, restricted vehicles (any truck, motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping), cars, trucks, vans, SUVs, and other objects designed for transporting items or individuals whether motorized or not.

B. A vehicle may be parked on a CDD road for no longer than two hours provided the vehicle does not interfere with traffic flow at any time, is not parked in a CDD right-of-way adjacent to any median located in the center of the road, does not block access to sidewalks, and faces the same direction of traffic flow. When feasible, vehicles shall avoid parking within 20-feet of another vehicle parked on the opposite side of the roadway to allow free movement of traffic, delivery trucks, and emergency vehicles.[Will this be enforced? If so, this should be revised to remove "when feasible" and "shall avoid" and include "shall not"]

C. Parking on CDD roads is strictly prohibited from the hours of 12:00am to 6:00am, unless an overnight parking pass was issued in accordance with Section II below, which must be prominently displayed at all times on the driver's side interior front window when parked within the CDD road right-of-way.

II. Overnight Parking Pass

A. An overnight parking pass may be obtained from the Toscana Isles Master Association ("Master Association").

B. An overnight parking pass will be valid only for 1 (one) night.

C. The CDD or the Master Association may issue an overnight parking pass for medical emergencies and/or unexpected guests.

III. Violations

A. Upon a first violation of this Parking Policy within a 90-day period, the CDD or its designee will place a parking violation notice on the windshield of the vehicle. If the CDD or its designee has an email address on file for the owner of the vehicle it will provide a written notice via email to the vehicle's owner (with photographic evidence) requesting the resident to comply with the parking policy.

B. Upon a second violation within a 90-day period the CDD or its designee will place an official violation letter on the vehicle and if the CDD or its designee has an email address on file for the owner of the vehicle it will provide a second written notice via email to the vehicle's owner. A second violation cannot be issued the same day that first violation

occurs, i.e. the second violation can only be issued after midnight that same night (i.e. after 12:00 am the immediately following day).

C. Upon a third violation within a 90-day period the CDD or its designee will place an official violation letter on the vehicle, and if the CDD or its designee has an email address on file for the owner of the vehicle it will provide a third written notice via email to the vehicle's owner, and the vehicle's license plate number will be provided to the CDD's contracted towing company to be on the list of vehicles that can be towed for the remainder of the 90-day period if illegally parked within the CDD road or right-of way during the hours of 12:00am and 6:00am. [What about if a vehicle is parked for more than two hours?}The vehicle must be moved within two (2) hours of the violation time shown on the written notice that is placed on the vehicle windshield the vehicle will be towed without notice.

D. Upon a fourth violation or more in a consecutive 90-day period the vehicle will be towed without further notice at vehicle owner's expense. The CDD or its designee's ability to tow the vehicle without prior notice, if parked illegally, shall expire the 91st day after the date of the first violation, except during situations where emergency towing is necessary. [Is this only for overnight parking violations or does it include vehicles parked for more than two hours?]

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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From:	Dan deMont
To:	Jamie Sanchez; Anthony Scappatura
Cc:	Cindy Cerbone; Andrew Kantarzhi; Anthony O"Dea
Subject:	RE: Toscana Isles-Juniper 5th Addendum
Date:	Saturday, November 5, 2022 8:48:25 AM
Attachments:	image002.png image004.png image003.png Toscana Exhibit.PNG

Jamie,
Here is our recommendation after walk through with Steve this week.

Red Area: Fill holes from removed sabal palms and smooth grade. Remove severely damaged bamboo near the corner. Add clusia hedge where corner of wall is bare. The southern part of the red area needs quite a bit of clean up as well as the oaks need to be straightened and staked again.
Green Area: Not a lot of work needed here. Mostly just cutting back dead on fishtails, straightening oaks and minor dead plant replacements. This is actually the case on almost all exterior buffers but some areas are a serious access issue so I have not included them in the exhibit.
Blue Area: Some significant dead and damaged material that needs to be replaced in the highest visual impact area in the community. We should part ways with the Italian cypress at this point and come up with an alternative, replace one dead Sylvester and enhance the understory. Minor stuff on the north entry.

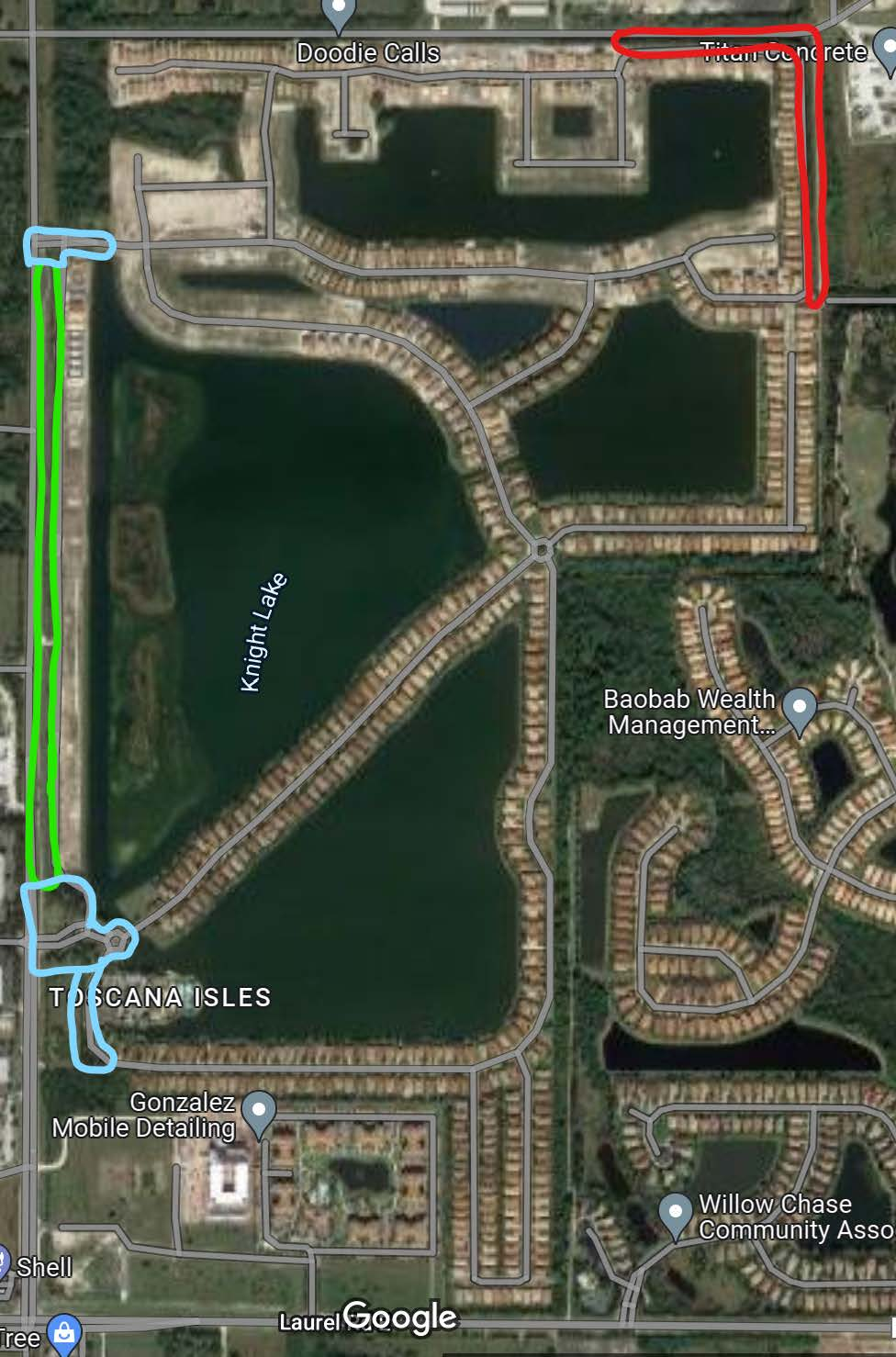
We don't have anyway to determine the sizes of the trees lost so we are using an average price of $330 each replacement cost for about 70 trees. Anthony can provide the exact number but based on that you'd be at about $23,100.00 in additional credit.

Thanks,

Dan deMont
Chief Revenue Officer
Fort Myers

C | (239) 826-7924
E | dan@juniperlandscaping.com

Visit us at www.junipercares.com


Doodie Calls
Knight Lake
Baobab Wealth Management...
TOSCANA ISLES
Gonzalez Mobile Detailing
Willow Chase Community Asso
Shell
Google

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

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FIFTH ADDENDUM TO CONTRACT

THIS FIFTH ADDENDUM TO CONTRACT ("Fifth Addendum") is made and entered into this ____ day of November 2022, between **Toscana Isles Community Development District**, a Florida community development district herein called "District", and **Juniper Landscaping of Florida, LLC**, a Florida limited liability company, "Contractor".

RECITALS:

A. District and Contractor entered into that certain Contract with an Effective Date of March 17, 2020, which was subsequently amended on April 1, 2020, April 15, 2020, July 15, 2020 and September 18, 2020 (collectively, the "Contract").

B. District and Contractor have agreed to amend the Contract as set forth in this Fifth Addendum.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to modify the Contract as follows:

ARTICLE 1 – RECITALS, CAPITALIZED TERMS. The above recitals are true and correct and constitute part of this Fifth Addendum. All capitalized terms used in this Fifth Addendum shall have the meaning ascribed thereto in the Contract unless specifically otherwise defined herein.

ARTICLE 2 –SCOPE OF WORK. The following shall be added to Section 18 of the Scope of Work Included in Lump Sum contained in Exhibit "E" of the Contract: "Contractor shall document all damage no later than December 31, 2022 and all replacement work to correct the damaged Sabal Palm Trees shall be completed no later than March 31, 2023, providing that the replacement vegetation is available; if vegetation is not available by March 31, 2023, Contractor shall advise of the new timeframe for completing the replacement work. For replacement purposes, Contractor will allow the substitution of Sabal Palms with other vegetation and the replacement in locations other than the original location of the damaged Sabal Palms, provided that the new location is located on property that is owned by the District or within the District's access and maintenance easement."

ARTICLE 3 – EXECUTION IN COUNTERPARTS. This Fifth Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one in the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Fifth Addendum to physically form one document. In addition, facsimile or electronic counterparts of this Fifth Addendum shall be deemed for all purposes as an original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Fifth Addendum to be duly executed.

JUNIPER LANDSCAPING OF FLORIDA, LLC,
a Florida limited liability company
(Contractor)

DocuSigned by:
BY: _____
2B329BCADCF44B3...
PRINTED NAME: Dan deMont
ITS: Chief Revenue Officer

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district
(District)

BY: _____
PRINTED NAME: _____
ITS: _____

TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT

13

This is an Agreement for Professional Services (hereinafter referred to as the "**Agreement**") effective as of November 9, 2022 between ***Toscana Isles Community Development District*** ("**CLIENT**"), having its principal office at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 and Rostan Solutions, LLC ("**ROSTAN**"), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as "**Party**" or collectively as "**Parties**."

The CLIENT recognizes that exigent circumstances resulting from DR-4673-FL necessitate that CLIENT temporarily forgo a formal procurement process in order to address event-specific needs that demand immediate aid, support, and action.

The CLIENT, having taken independent action to verify the reasonableness of the cost of professional services consulting support available in the period immediately following DR-4673-FL requires the support of a qualified third party to assist with the scope of work necessary to address the exigent needs created by DR-4673-FL and has selected ROSTAN to provide such services as outlined herein.

WHEREAS, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

"Fee Schedule" shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

"Projected Budget" shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

"Scope of Services" shall mean the services and terms described within any forms which are attached as "**Attachment 1**" to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

"Site" or **"Work Site"** shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

"Task Order" shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

1.1. **Scope of Services**. ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.

1.2. **Standard of Care**. ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN's recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.

1.3. **Subcontractors**. ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.

1.4. **Transportation or Disposal of Hazardous Materials**. The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

2. THE CLIENT's RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

2.1. **The CLIENT's Representative**. The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.

2.2. **Project Criteria**. Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.

2.3. **Access**. Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

2.4. **Review**. Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.

2.5. **Meetings**. At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.

2.6. **Project Developments**. Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

3.1. **Time of Performance**. Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.

3.2. **Start of Performance**. ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.

3.3. **Force Majeure**. If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

3.4. **Term and Termination**. This Agreement shall be in effect for the limited period of time necessary to meet the emergency and/or exigent needs of the CLIENT before a procurement allowing for full and open competition can be legitimately conducted. The term of this Agreement shall not exceed **60** days unless a written justification is produced and signed by both parties documenting the reasons for the extension. The CLIENT recognizes and acknowledges that eligibility for federal reimbursement of disaster-related costs will require demonstration of compliance with federal procurement regulations contained 2 CFR Part 200 [Uniform Administrative Requirements, Cost-Principles, and Audit Requirements for Federal Awards].

This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated. Upon termination, the parties agree that ROSTAN shall only be entitled to payment for its services rendered through the time of notice of termination, subject to any offsets that CLIENT may have. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

4.1. **ROSTAN Services**. Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.

4.2. **Late Payments/Interest Charges**. Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.

5. NON-CONTROLLABLE COSTS

5.1. **Non-Controllable Costs**. ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

6.1. **Changes**. By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required

materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.

6.2. **Access to Records**. The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.

6.2.1. **Dispute Resolution**. Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.

6.2.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

6.2.3. **Compliance with Dispute Resolution**. In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

6.3. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.4. **Mutual Indemnification**.

6.4.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.

6.4.2. To the extent permitted by law, but without waiving the CLIENT's limitations of liability set forth in Section 768.28, Florida Statutes or other applicable law, the CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.

6.5. **Limitation of Liability**. Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of other contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.

6.6. **Interpretation**. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

6.7. **Successors**. This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.

6.8. **Independent Contractor**. ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.

6.9. **Notices**. Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.

6.10. **Entire Agreement**. This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.

6.11. **Waivers and Severability**. A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, 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; 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

E-Verify. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

7.

7.1. **Effective Date**. This Agreement is effective on the date shown on the cover page.

7. SCHEDULES.

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

7.1.2 **Schedule B:** *Fee Schedule*

7.1.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 **Schedule D:** *Certification Regarding Lobbying*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**. In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C "*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

8.0 Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT	**ROSTAN SOLUTIONS, LLC**
By: _____	By: _____
Name: _____	Name: Kyle Jones
Title: _____	Title: Vice President
Date: _____	Date: _____

SAMPLE **SAMPLE**

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____
Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective _____, ___, 2022 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. **Basic Project Information**.
   Project Name: **SAMPLE**

   Project Location: _____

   CLIENT Representative: _____

   ROSTAN Representative: _____

2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. **Period of Service:** The period of service shall be _____ __, 2022 through _____ __, 20__.

4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **$**_____.

5. This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. **Amendment**: [_____] This Task Order amends a previously executed Task Order No. _____, Dated_____.

ISSUED AND AUTHORIZED BY:
TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name: _____

Title:_____

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

SAMPLE **SAMPLE**

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

Schedule B
Fee Schedule

1.) **Rate Schedules.** Please see the below Rate Schedules for ROSTAN's Consulting Services under the Parties' Agreement.

2.) **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

A. Consulting Services Rate Schedule:

POSITION	HOURLY RATE
CONSULTING SERVICES	
Principal/Program Executive	$ 185.00
Subject Matter Expert	$ 190.00
Sr. Program Specialist	$ 165.00
Sr. Consultant	$ 170.00
Consultant	$ 150.00
Jr. Consultant	$ 120.00
Administrative Support	$ 75.00
TECHNICAL SERVICES	
Project Manager	$ 180.00
Assistant Project Manager	$ 155.00
Senior Technical Specialist	$ 180.00
Technical Specialist	$ 155.00
Jr. Technical Specialist	$ 135.00
Sr. Appeal / Sr. Policy Specialist	$ 190.00
Appeal / Policy Specialist	$ 175.00

Schedule C

CONTRACT PROVISIONS FOR NON–FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non–Federal entity, all contracts made by the non–Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non–Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

(J) Procurement of Recovered Materials – A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance

equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Schedule D

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, Rostan Solutions, LLC, 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. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Representative

_____
Name and Title of Contractor’s Authorized Representative

_____
Date

ATTN: *Toscana Isles Community Development District (TICDD)*
Jamie Sanchez, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Date: November 8, 2022

Subject: **Proposal for DR-4673 Hurricane Ian Public Assistance Consulting Services**

Rostan Solutions, LLC (Rostan) is pleased to present our Consulting Services Proposal to assist the Toscana Isles Community Development District (TICDD) in its efforts to document damages and recover costs caused by Hurricane Ian DR-4673. Rostan specializes in pursuing federal funding in accordance with FEMA regulations and FEMA Public Assistance (PA) eligibility. We intend to work directly with FEMA, the Florida Division of Emergency Management (FDEM) and the TICDD throughout the claim to assist with project scope development process, reimbursement of costs, 406 mitigation opportunities and cash flow planning initiatives. Rostan will work with the TICDD to develop the PA claim with technical and supporting documentation for presentation to FEMA and FDEM to support the greatest amount of federal participation that can reasonably be expected.

TICDD OBJECTIVES

Based on our understanding, the following objectives are critical actions for the TICDD:

- Facilitate FEMA reimbursement process from debris operations and emergency protective measures
- Assist the TICDD with project scope development for permanent work projects (signage, road washouts, parks, etc)
- Assist with grant management and eligibility requirements

GRANTS MANAGEMENT SERVICES

Rostan shall work closely and collaborate with the TICDD to ensure the proper use and application of federal and state funds. Rostan shall focus on maximizing eligible, allocable federal dollars. Rostan shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Rostan will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, Rostan shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and coordinate the development of Project Worksheets (PW's) and versions as required with the TICDD, Federal agencies, and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- Assist the TICDD with formulation of projects in accordance with the FEMA Delivery Model:

  - Develop Damage Inventory (DI) Line Items
  - Develop Detailed Damage Dimensions (DDD)
  - Complete required Essential Elements of Information (EEI)
  - Complete Cost Estimate using RsMeans
  - Identify, track and present required Consensus based Codes and Standards
- Work with the TICDD to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated, and reimbursed.
- Review eligibility issues for the TICDD and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.
- Ensure that all eligible damages have been identified, quantified, and presented to the TICDD, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW' s and grant applications with supporting documentation and proper cost estimates, using the
  FEMA Cost Estimating Factor (CEF) when necessary.
- Provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives.
- Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.
- Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- Attend meetings with the TICDD, Federal agencies, and State agencies to negotiate and represent PWs and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to the v personnel and Consultants; attend and participate in meetings as required.
- Prepare draft correspondence to local, Federal, and State officials as necessary.
- Provide the TICDD with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- Prepare for and respond to inspections and audits for on-going and completed projects.
- Prepare formal audit responses and justifications; attend associated meetings and

hearings as needed.

- Monitor Consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to the TICDD on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
  - Hours billed and amount invoiced by personnel
  - PW and grant application development and revisions
  - PW and grant application submissions and approvals
  - Obligated amounts versus eligible estimates
  - Issues with PW and grant application submissions and resolutions
  - Issues requiring assistance
  - Amounts awarded to the TICDD per PW and grant application
  - Requests for Reimbursement submitted
  - Estimated and actual costs
  - Reimbursements received by the TICDD
  - Insurance deductions
  - PW and grant application closeouts

TICDD Responsibilities:

To assist us in completing the various work tasks described, the TICDD may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a TICDD organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PRICING:

Effective under the terms of the agreement, Rostan is initially proposing a Not-To-Exceed Task Order, in the amount of $25,000.00 for Grant Management Services, in accordance with the Rate Schedule as presented in Attachment 1.

*Rostan Fees may be reimbursed from the FEMA Public Assistance Management Costs and Project Management Services allowances. As per the agreement, we will bill on a time and material basis, in accordance with our rate schedule that is provided in Attachment 1.

Regards,

Kyle Jones, CEM
Vice President

ROSTAN SOLUTIONS

ATTACHMENT 1
FEE SCHEDULE

1. **Pricing.** Time and Materials, Not-to-Exceed Contract for $25,000.00

2. **Expenses and Travel.** Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.

3. **Rate Schedule.** ROSTAN's fee schedule.

POSITION	HOURLY RATE
CONSULTING SERVICES	
Principal/Program Executive	$ 185.00
Subject Matter Expert	$ 190.00
Sr. Program Specialist	$ 165.00
Sr. Consultant	$ 170.00
Consultant	$ 150.00
Jr. Consultant	$ 120.00
Administrative Support	$ 75.00
TECHNICAL SERVICES	
Project Manager	$ 180.00
Assistant Project Manager	$ 155.00
Senior Technical Specialist	$ 180.00
Technical Specialist	$ 155.00
Jr. Technical Specialist	$ 135.00
Sr. Appeal / Sr. Policy Specialist	$ 190.00
Appeal / Policy Specialist	$ 175.00