

EAST RIVER RANCH

**STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS**

July 17, 2025

**PUBLIC HEARING,
REGULAR MEETING AND
AUDIT COMMITTEE
MEETING AGENDA**

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

East River Ranch Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

July 10, 2025

Board of Supervisors
East River Ranch Stewardship District

Dear Board Members:

The Board of Supervisors of the East River Ranch Stewardship District will hold a Public Hearing, Regular Meeting and Audit Committee Meeting on July 17, 2025 at 11:00 a.m., at the Medallion Home, 1651 Whitfield Ave., Suite 200, Sarasota, Florida 34243. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consider Appointment of Fill Unexpired Term of Seat 3; *Term Expires November 2028*
 - Administration of Oath of Office to Appointed Supervisor
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing to Consider the Adoption of the Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
6. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting

ATTENDEES:

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

7. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondent(s)
 - I. Berger, Toombs, Elam, Gaines & Frank
 - II. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking
8. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
9. Consider Recommendation of Audit Selection Committee
 - Award of Contract
10. Consideration of Resolution 2025-02, Adopting the Annual Meeting Schedule for Fiscal Year 2025/2026; and Providing for an Effective Date
11. Consideration of Resolution 2025-03, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
12. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
13. Consideration of Fiscal Year 2026 Budget Funding Agreement
14. Acceptance of Unaudited Financial Statements as of May 31, 2025
15. Approval of May 14, 2025 Special Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - Form 1 Submission and Ethics Training
 - Hard Copy Agendas vs Tablets
 - 0 Registered Voters in District as of April 15, 2025

- NEXT MEETING DATE: TBD

- QUORUM CHECK

SEAT 1	CHRISTOPHER CHAVEZ	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	MARGO HOLEMAN	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3		☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	CARLOS BERUFF	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	CAROL CLARKE	☐	IN PERSON	☐	PHONE	☐	NO

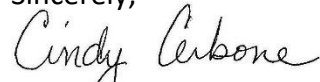
17. Board Members' Comments/Requests

18. Public Comments

19. Adjournment

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

Sincerely,



Cindy Cerbone
District Manager

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

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**EAST RIVER RANCH STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF EAST RIVER RANCH STEWARDSHIP DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of East River Ranch Stewardship District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

4

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIVER RANCH STEWARDSHIP DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the East River Ranch Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2023-335, Laws of Florida, being situated within Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST RIVER RANCH STEWARDSHIP DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective July 17, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of July 17, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Chris Conti is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 17TH DAY OF JULY, 2025.

ATTEST:

**EAST RIVER RANCH STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

5A

Serial Number
25-01020M

Business Observer

Published Weekly
Manatee, Manatee County, Florida

COUNTY OF MANATEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Manatee, Manatee County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

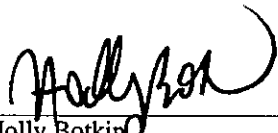
in the matter of Meeting on July 17, 2025 at 11:00am; East River Ranch Stewardship District

in the Court, was published in said newspaper by print in the

issues of 6/27/2025, 7/4/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

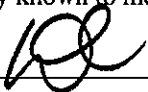
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

7th day of July, 2025 A.D.

by Holly Botkin who is personally known to me.


Notary Public, State of Florida
(SEAL)



Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

EAST RIVER RANCH STEWARDSHIP DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the East River Ranch Stewardship District ("District") will hold a public hearing and regular meeting as follows:

DATE:	July 17, 2025
TIME:	11:00 a.m.
LOCATION:	Medallion Home 1651 Whitfield Ave., Suite 200 Sarasota, Florida 34243

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0100 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://eastriverranchsd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. 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), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager
June 27, July 4, 2025

25-01020I

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

5B

RESOLUTION 2025-06
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE EAST RIVER RANCH STEWARDSHIP DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the East River Ranch Stewardship District (“**District**”) prior to July 15, 2025, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 203-335, *Laws of Florida*, and Chapter 189, *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Chapter 203-335, *Laws of Florida* and Chapter 189, *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Chapter 203-335, *Laws of Florida*, and Chapter 189, *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Chapter 203-335, *Laws of Florida*, and Chapter 189, *Florida Statutes*, require that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST RIVER RANCH STEWARDSHIP DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 203-335, *Laws of Florida* and Section 189.016, *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative

figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the East River Ranch Stewardship District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17TH DAY OF JULY, 2025.

ATTEST:

**EAST RIVER RANCH STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A: FY 2026 Budget

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
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**EAST RIVER RANCH
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Landowner contribution	\$23,440	\$ 769	\$ 23,404	\$ 24,173	\$ 24,940
Total revenues	<u>23,440</u>	<u>769</u>	<u>23,404</u>	<u>24,173</u>	<u>24,940</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	6,000	2,500	3,500	6,000	6,000
Legal	7,500	-	7,500	7,500	7,500
Telephone	100	41	59	100	100
Postage	500	-	500	500	500
Printing & binding	250	104	146	250	250
Legal advertising	1,750	8	1,742	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	-	5,250	6,000
Contingencies/bank charges	750	695	973	1,668	1,750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>23,440</u>	<u>8,773</u>	<u>15,335</u>	<u>24,108</u>	<u>24,940</u>
Total expenditures	<u>23,440</u>	<u>8,773</u>	<u>15,335</u>	<u>24,108</u>	<u>24,940</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(8,004)	8,069	65	-
Net increase/(decrease) of fund balance	-	(8,004)	8,069	65	-
Fund balance - beginning (unaudited)	<u>-</u>	<u>(65)</u>	<u>(8,069)</u>	<u>(65)</u>	<u>-</u>
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(8,069)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (8,069)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 6,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	7,500
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Telephone	100
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	250
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,000
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 24,940</u></u>

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

7A

Serial Number
25-01021M

Business Observer

Published Weekly
Manatee, Manatee County, Florida

COUNTY OF MANATEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Holly Botkin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Manatee, Manatee County, Florida; that the attached copy of advertisement,

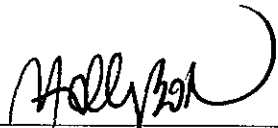
being a Request for Proposals

in the matter of Annual Financial Auditing Services; East River Ranch Stewardship District

in the Court, was published in said newspaper by print in the issues of 6/27/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

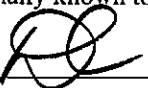
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Holly Botkin

Sworn to and subscribed, and personally appeared by physical presence before me,

27th day of June, 2025 A.D.

by Holly Botkin who is personally known to me.


Notary Public, State of Florida
(SEAL)



Donna Condon
Comm.: HH 534210
Expires: Jun. 29, 2028
Notary Public - State of Florida

EAST RIVER RANCH STEWARDSHIP DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The East River Ranch Stewardship District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 2023 335, *Laws of Florida*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 47, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audit shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of the proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, East River Ranch Stewardship District." Proposals must be received by 12:00 p.m. on July 7, 2025 at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
June 27, 2025

25-01021M

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

7B

**EAST RIVER RANCH STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The East River Ranch Stewardship District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2025, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 2023-335, *Laws of Florida*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2025, be completed no later than June 30, 2026.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, East River Ranch Stewardship District." Proposals must be received by 12:00 p.m. on July 7, 2025, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

EAST RIVER RANCH STEWARDSHIP DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2025

Manatee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than July 7, 2025 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – East River Ranch Stewardship District" on the face of it. **Pricing for each additional bond issuance is required.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of two (2) annual renewals. Costs must include the anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest

setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

1. Ability of Personnel. (20 Points)

2. Proposer's Experience. (20 Points)

3. Understanding of Scope of Work. (20 Points)

4. Ability to Furnish the Required Services. (20 Points)

5. Price. (20 Points)***

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

7CI

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

November 22, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

November 22, 2023

East River Ranch Stewardship District
Wrathell Hunt & Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for East River Ranch Stewardship District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for East River Ranch Stewardship District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

East River Ranch Stewardship District
November 22, 2023

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to East River Ranch Stewardship District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of East River Ranch Stewardship District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,200 for the year ended September 30, 2024. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2024, the fee for our audit services will be \$4,475. The fee is contingent upon the financial records and accounting systems of East River Ranch Stewardship District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of East River Ranch Stewardship District as of September 30, 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 44 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience
--

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 36 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 13 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 33 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Paul Daly

Staff Accountant – 11 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell

Staff Accountant – 3 years

Education

- ♦ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ♦ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jordan Wood

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Katie Gifford

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Rayna Zicari
Staff Accountant

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**EAST RIVER RANCH STEWARDSHIP DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2024
Manatee County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than November 22, 2023, at 12:00 p.m., at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) unbound and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – East River Ranch Stewardship District" on the face of it. Please include pricing for each additional bond issuance.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**EAST RIVER RANCH STEWARDSHIP DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. Understanding of Scope of Work. (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. (20 Points)***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total (100 Points)

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

7CII



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

East River Ranch
Stewardship District

Proposal Due: November 22, 2023
12:00PM

Submitted to:

East River Ranch
Stewardship District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

November 22, 2023

East River Ranch Stewardship District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the East River Ranch Stewardship District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



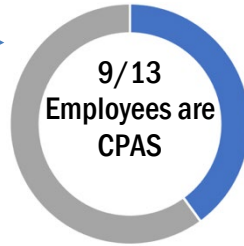
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



3 Partners
10 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

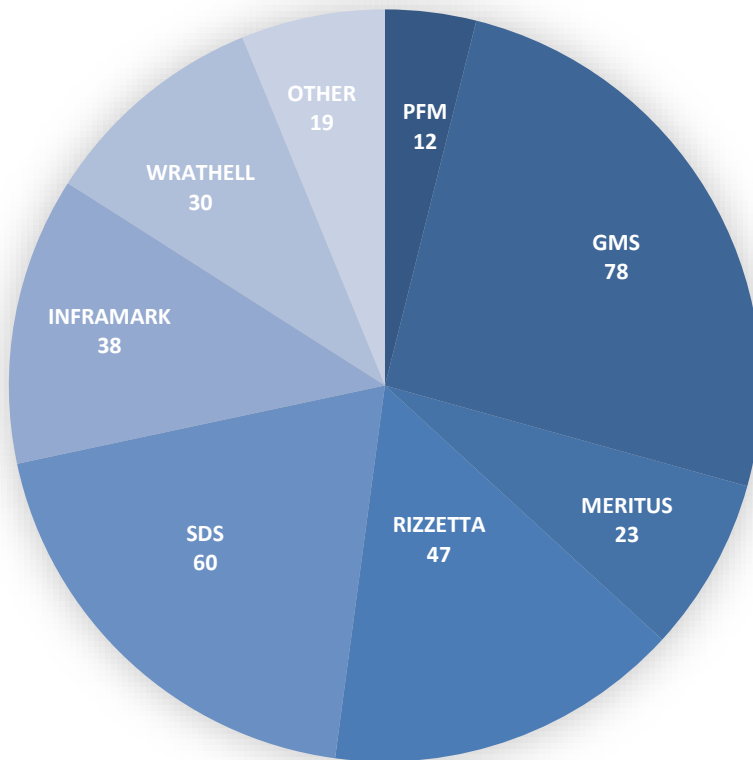
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

64 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

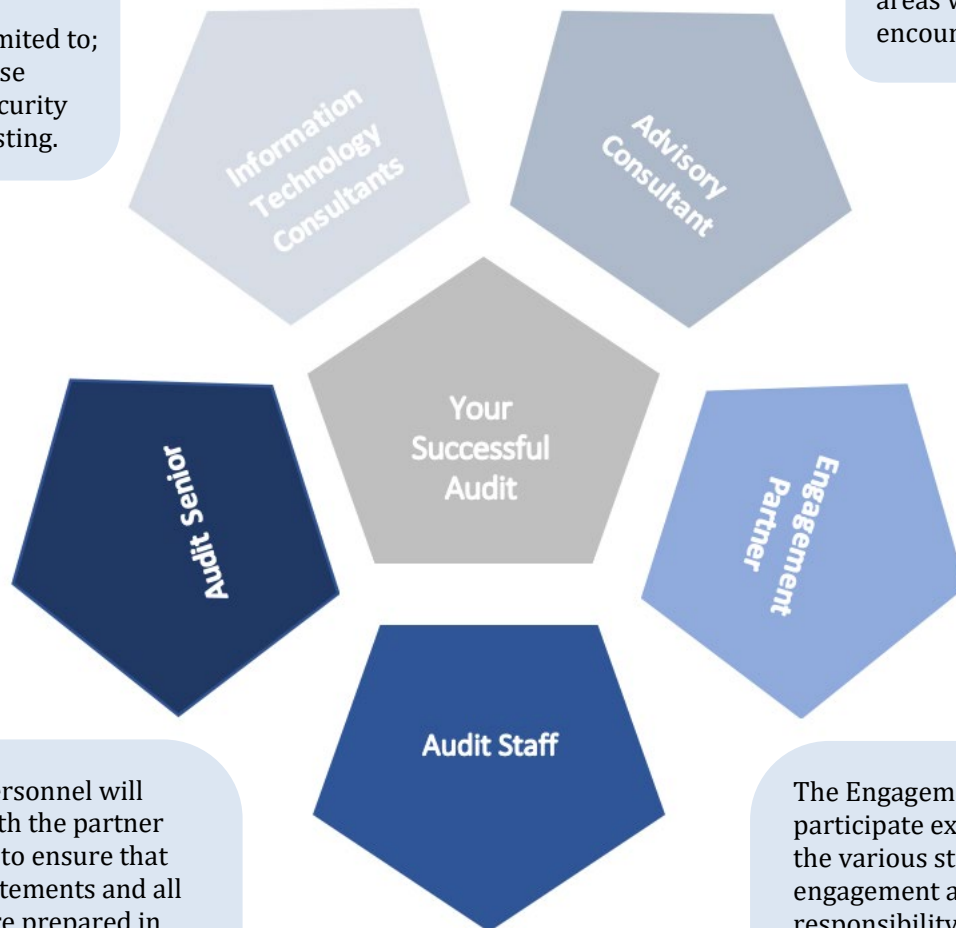
-David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	<u>53</u>
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
Master of Accounting
Nova Southeastern University (2002)
Bachelor of Science
Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
AICPA Certified Information Technology Professional (2018)
AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	88 (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

Year Ended September 30,	Fee
2024	\$3,200
2025	\$3,300
2026	\$3,400
2027	\$3,500
2028	<u>\$3,600</u>
TOTAL (2024-2028)	<u>\$17,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
TOTAL	332	5	3	327	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing East River Ranch Stewardship District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

7D

**EAST RIVER RANCH STEWARDSHIP DISTRICT
AUDITOR EVALUATION MATRIX**

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

10

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIVER RANCH
STEWARDSHIP DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR
FISCAL YEAR 2025/2026; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the East River Ranch Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 203-335, Laws of Florida and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST
RIVER RANCH STEWARDSHIP DISTRICT:**

SECTION 1. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of July, 2025.

ATTEST:

**EAST RIVER RANCH STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

EXHIBIT "A"

EAST RIVER RANCH STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Medallion Home, 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2025	Regular Meeting	__:__ AM/PM
November __, 2025	Regular Meeting	__:__ AM/PM
December __, 2025	Regular Meeting	__:__ AM/PM
January __, 2026	Regular Meeting	__:__ AM/PM
February __, 2026	Regular Meeting	__:__ AM/PM
March __, 2026	Regular Meeting	__:__ AM/PM
April __, 2026	Regular Meeting	__:__ AM/PM
May __, 2026	Regular Meeting	__:__ AM/PM
June __, 2026	Regular Meeting	__:__ AM/PM
July __, 2026	Regular Meeting	__:__ AM/PM
August __, 2026	Regular Meeting	__:__ AM/PM
September __, 2026	Regular Meeting	__:__ AM/PM

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

11

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST RIVER RANCH STEWARDSHIP DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of East River Ranch Stewardship District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST RIVER RANCH STEWARDSHIP DISTRICT THAT:

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 17th day of July, 2025.

ATTEST:

**EAST RIVER RANCH STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



RON DESANTIS
Governor

JARED MOSKOWITZ
Director

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is ~~between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT~~ an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

~~and the local government signing this~~ This Agreement (the ~~_____ This agreement~~ is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters ~~are likely to~~ often exceed the capability emergency response and recovery capabilities of any one county or local government ~~to cope with the emergency with existing resources~~.
- C. Such ~~disasters~~ incidents may also give rise to unusual and unanticipated physical and technical needs ~~that the~~ which a local government ~~may be unable to~~ cannot meet with existing resources, but that other local governments within the State of Florida may be able to ~~offer~~ provide.
- D. The Emergency Management Act, ~~Chapter~~ chapter 252, Florida Statutes, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements ~~to~~ ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, Florida Statutes, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

E.F. Pursuant to Chapterchapter 252, Florida Statutes, the Division has the authority to coordinate and direct emergency management assistance between local

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governments ~~during emergencies and to~~ and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the ~~parties~~ Parties agree to the following articles:

ARTICLE I: DEFINITIONS

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

+

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

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DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row

Tallahassee, FL 32399-2100

Orlando, FL 32809-5631

(Add)



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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~~-B. The "Division" is the Florida Division of Emergency Management.~~

~~A. The _____ to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.~~
(Designating Parties)

~~B.C. The _____ A "Requesting Party" to this Agreement is a Participating Parties Party who request requests assistance during an emergency under this agreement.~~

~~B.D. The _____ An "Assisting Party" to this Agreement is a Participating Parties Party who render provides assistance in an emergency to a Requesting Party under this agreement.~~

~~C. The _____ Emergency Operations _____ is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.~~
(Designating Parties)

~~C. The _____ Emergency Management _____ is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.~~

~~D. The _____ Coordinating _____ is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.~~
(Designating Parties)

E. The "Period of Assistance" is the time during which anyan Assisting Party renders assistance to anya Requesting Party in an emergency, and shall include both under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

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G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

~~D.I.~~ A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, ~~regardless of whether~~ established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

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~~An _____ is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.~~

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~~A.K. _____ An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.~~

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~~L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.~~

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~~M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.~~

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~~Within the meaning of section 114.13(1)(c), Florida Statutes,~~
Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the

definitions assigned them by the Emergency Management Act, Chapter 252, Florida Statutes.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Applicability of the Agreement. ~~Any~~ Participating Party, including the Division, may request assistance under this Agreement for

a ~~or~~ "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*. ~~If the,~~ minor disasters, and other such emergencies as lawfully determined by a Participating Party.

~~Party has no other mutual aid agreement that covers a~~ disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a ~~or other such emergencies.~~

ARTICLE III: INVOCATION OF THE AGREEMENT

Invocation of the Agreement. In the event of an emergency or ~~threatened/anticipated~~ emergency, a Participating Party may ~~invoke/request~~ assistance under this Agreement ~~by requesting it from~~ any other Participating Party ~~or from~~ the Division if, in the ~~judgment~~ judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management

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~~Agency of the~~ **Requesting Party**, ~~unless the State Emergency Operations Center has been activated in~~

~~response to the emergency~~

~~for which assistance is requested.~~

~~B.~~ All requests for assistance under this Agreement shall be transmitted by ~~County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party or the Division.~~ If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

~~C.B.~~ The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, ~~and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party.~~ All such activities shall be carried out in

accordance with the State's Comprehensive Emergency Management Plan.

~~D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.~~

ARTICLE IV.: RESPONSIBILITIES OF REQUESTING PARTIES

~~Responsibilities of Requesting Parties.~~ To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to their respective county emergency management agency, the Division, and the other Participating ~~Intended Assisting Party or Parties.~~ In providing such information, ~~the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article.~~ Parties should utilize Section I of the

~~A. A description of the damage sustained or threatened;~~

~~B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;~~

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Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site'.

C.A. A description of the ~~specific type of assistance needed within each Emergency Support Function~~ Mission to be performed by the Assisting Party;

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D.B. A description of the ~~types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed~~ resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

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E.D. A description of ~~any public infrastructure for which assistance will be needed~~ the health, safety, and working conditions expected for deploying personnel;

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E. Lodging and meal availability;

F. Any logistical requirements;

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E.G. A description of any ~~sites or structures~~ location or facility outside the territorial jurisdiction of the Requesting Party needed ~~as centers~~ to stage incoming resources and personnel, equipment, supplies, services, or other resources;

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G.H. The ~~place~~ location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H.I. A technical description of any communications ~~or telecommunications~~ equipment needed to ensure ~~timely communication~~ effective information sharing between the Requesting Party ~~and~~ any Assisting Parties, and all relevant responding entities.

ARTICLE V.: RESPONSIBILITIES OF ASSISTING PARTIES

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If a Participating Party which has received upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be

~~deemed sufficient to meet the requirements of this Article;~~should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

* FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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A. A description of the personnel, equipment, supplies ~~and~~ services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

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- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services ~~at~~to the ~~date, time and place~~location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; ~~and~~
- E. The names and contact information of all personnel whom the Assisting Party ~~designates as Supervisors;~~has designated as team leaders or supervisors; and
- F. ~~The~~An estimated ~~costs of~~cost for the provision of assistance (~~use~~ Schedule of Equipment Rates ~~spreadsheet attached to Form B-2.~~)

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to

recall by the Assisting Party upon not less than five (5) calendar notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

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~~coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.~~
Ron DeSantis, Governor **Kevin Guthrie, Executive Director**

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B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

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C. ~~C.~~ Personnel of the Assisting Party who render assistance under this Agreement shall receive ~~their~~ the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the ~~duties, responsibilities, immunities, rights, interests, and privileges incident~~ applicable to their ~~usual~~ normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the ~~county or municipality~~ jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the ~~support~~ Period of Assistance.

ARTICLE VII: REIMBURSEMENT

Procedures for Reimbursement. ~~Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:~~

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

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B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

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STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Requesting Party for payment, subject to any protest by the Requesting Party:
Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If the Assisting Party cannot reach a mutual agreement with the Division or a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party Division may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

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G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

~~H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.~~

~~I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.~~

ARTICLE VIII.

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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate

seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate

established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may

deduct such payment from any item or items billed by the Assisting Party
for any of the costs for such damage that may otherwise be payable.

9.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

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~~E.~~ supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- ~~D.~~ **D.** The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida ~~Office of Management and Budget~~. Upon reasonable notice, the Assisting Party shall make its records available ~~to the Division and the~~ Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.: INSURANCE

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage be provided to each Participating Party.
- B. Any Participating Party that Parties may elects additional insurance affording liability coverage for any

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activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

~~C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.~~

~~D.~~**C.** Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

~~E.~~**D.** Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

~~F.~~**E.** Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

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ARTICLE X: GENERAL REQUIREMENTS

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

~~A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.~~

~~B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable~~

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~~requirements for the reimbursement of state employees for travel costs.~~

~~C.A.~~ All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

~~D.B.~~ No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

~~E.C.~~ No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

~~F.D.~~ Any communication to the Division under this Agreement shall be sent ~~to the Director via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida~~ Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

~~A.E.~~ Any communication to ~~any other~~ Participating Party shall be sent to the official or officials specified by that Participating Party ~~on Form C attached to this Agreement~~. For the purpose of this ~~Section~~ section, any such communication may be sent by the U.S. Mail, e-mail, or ~~by facsimile~~ other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, ~~and responsibilities,~~ and obligations of that Participating Party under ~~that agreement~~ the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under ~~that agreement~~ the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under ~~that agreement~~ the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement.

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STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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~~Participating Party for the reimbursement of any costs due under that agreement, regardless of whether such costs are billed or unbilled.~~

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

~~D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.~~

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~~E.D.~~ Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before ~~that the~~ renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

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~~E.E.~~ The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with ~~Section E~~ Section F of this Article.

~~F.~~ A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

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ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

~~Interpretation and Application of Agreement.~~ The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

DIVISION HEADQUARTERS

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-815-4000

www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER

2702 Directors Row

Orlando, FL 32809-5631

(Add)



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating ~~Party~~**Parties** may be required to execute the Agreement with the adopted changes. ~~Your~~**Any** continued or subsequent use of this Agreement following the posting of minor changes to this Agreement ~~will mean you accept those~~**shall signify implied acceptance of such** changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

~~NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.~~

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the ~~Participating~~**Parties** have duly executed this Agreement on the date specified below:

14 DIVISION HEADQUARTERS

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-815-4000

www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER

2702 Directors Row

Orlando, FL 32809-5631

(Add)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

~~ATTEST: BOARD OF COUNTY COMMISSIONERS~~

ATTEST:

CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

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~~CLERK OF THE CIRCUIT COURT _____ OF _____ COUNTY,~~
~~STATE OF FLORIDA~~

By: _____ By: _____

Clerk or Deputy Clerk

ChairmanChair

Date: _____

Approved as to Form:

By: County Attorney

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

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STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST: _____ CITY OF _____
CITY CLERK STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form: _____

By: _____

Director City Attorney

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

(Add)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



~~SHERIFF~~
~~Ron DeSantis, Governor~~

~~Kevin Guthrie, Executive Director~~

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FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

Title: _____

CITY OF

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date:

Approved as to Form:

By: _____

City Attorney for Entity

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

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Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

(Add)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY ~~AN EDUCATIONAL~~ A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

~~SCHOOL~~ COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date:

Approved as to Form:

By: _____

Attorney for Entity

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

(Add)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date:
Date: _____

Approved as to Form:

By: _____ Attorney for District

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard

17
Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row

Tallahassee, FL 32399-2100

Orlando, FL 32809-5631

(Add)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
Director

BOARD OF TRUSTEES

ATTEST:

BOARD OF TRUSTEES

OF

COMMUNITY COLLEGE, STATE OF FLORIDA
OF

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COMMUNITY
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STATE OF
FLORIDA

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BOARD OF TRUSTEES
OF
UNIVERSITY, UNIVERISTY,
STATE OF FLORIDA

By: _____ By:
Clerk

By: _____

Chairman

Date:

Approved as to Form:

By: Attorney for Board

~~Attorney for Board~~

~~18~~

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row

Orlando, FL 32809-5631

|

~~FOR ADOPTION BY A SPECIAL DISTRICT~~

By:

By:

Title:

~~East River Ranch Stewardship District~~



~~FOR ADOPTION BY A SPECIAL DISTRICT~~

SPECIAL DISTRICT, STATE OF FLORIDA

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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

OF BOARD OF TRUSTEES
AUTHORITY,
STATE OF FLORIDA

By: _____

By: _____

By: _____

Chairman

Clerk

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By: _____

By: _____ Attorney for Board

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DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row

Orlando, FL 32809-5631

(Add)



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY A NATIVE AMERICAN TRIBE

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

**TRIBAL COUNCIL OF THE
TRIBE OF FLORIDA**

By: _____ By: _____

Council Clerk

Chairman

Date:

Approved as to Form: _____

By: _____

Attorney for Council

21

Attorney for Council

DIVISION HEADQUARTERS

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-815-4000

www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER

2702 Directors Row

Orlando, FL 32809-5631

(Add)



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

Attorney for District

Date: _____

22

DIVISION HEADQUARTERS

2555 Shumard Oak Boulevard

Tallahassee, FL 32399-2100

Telephone: 850-815-4000

www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER

2702 Directors Row

Orlando, FL 32809-5631

FORM C

~~CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES~~

~~Name of Government:~~

~~Mailing Address:~~

(Add)



~~Authorized Representative Contact Information~~

~~Primary Authorized Representative~~

~~Name:~~

~~Title:~~

~~Address:~~

~~Day Phone:~~ _____ ~~Night Phone:~~ _____

~~Facsimile:~~ _____ ~~Email:~~ _____

~~1st Alternate Authorized Representative~~

~~Name:~~

~~Title:~~

~~Address:~~

~~Day Phone:~~ _____ ~~Night Phone:~~ _____

~~Facsimile:~~ _____ ~~Email:~~ _____

~~2nd Alternate Authorized Representative~~

~~Name:~~

~~Title:~~

~~Address:~~

~~Day Phone:~~ _____ ~~Night Phone:~~ _____

~~Facsimile:~~ _____ ~~Email:~~ _____

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY:

DATE:

DATE:

I certify that the foregoing is an accurate copy of the Resolution adopted by

on _____.

BY:

TITLE:

TITLE:

DATE:

Attachment 1

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		(local?)	HRS	Mission No:	
Point of Contact:		Telephone No:				E-mail address:	
Requesting Party:					Assisting Party:		
Incident Requiring Assistance:							
Type of Assistance/Resources Needed (use Part IV for additional space)							
Date & Time Resources Needed:						Location (address):	
Approximated Date/Time Resources Released:							
Authorized Official's Name:				Signature:			
Title:		Agency:					

PART II**TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available				To:	
Location (address):					
Approximate Total cost for mission:		\$			
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental:		
Logistics Required from Requesting Party		Yes ☐ (Provide information on attached Part IV)		No ☒	
Authorized Official's Name:				Title:	
Date:		Signature:		Local Mission No:	

PART III**TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:	
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Signature:

Agency:

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PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

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MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

2555 Shumard Oak Boulevard

DIVISION HEADQUARTERS

FEMA's SCHEDULE OF EQUIPMENT RATES
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER August 16, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.88
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 96.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B-YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs.	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000-10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex-Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 ci		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Surplus Vehicle	375-450	Qualified for operational rate on	Hr	\$ 51.80
8079	MRAP C-MTV	Mult. Responder (Military Surplus) Vehicle	gvwr 55000 Lbs	to 350	Qualified for operational rate on	Hr	\$ 48.35

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8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel, 21" tyre		6.5-7.5		hour	\$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel, 21" tyre		7.6-8.6		hour	\$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 160cc, 4-Wheel, 27" tyre		9.0-10.0		hour	\$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel, 24" tyre		12-14.0		hour	\$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel, 24" tyre		16-17		hour	\$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel, 24" tyre		18-20		hour	\$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel, 21" tyre		26-28		hour	\$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel, 21" tyre		26-28		hour	\$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 550cc, 4-Wheel, 21" tyre		38-40		hour	\$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel, 21" tyre		44-46		hour	\$ 14.79
8110	Barge, Deck	Size	50'x35'x7'-25'	0	Push-by-Tug-Boat	hour	\$ 52.00
8111	Barge, Deck	Size	505'x35'x9'	0	Push-by-Tug-Boat	hour	\$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push-by-Tug-Boat	hour	\$ 109.87
8113	Barge, Deck	Size	160'x45'x11'	0	Push-by-Tug-Boat	hour	\$ 136.90
8120	Boat, Tow	Size	665'x0'x6'	to-870	Steel	hour	\$ 362.71
8121	Boat, Tow	Size	60'x24'x6'	to-1050	Steel	hour	\$ 400.32
8122	Boat, Tow	Size	70'x30'x7'-5'	to-1350	Steel	hour	\$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to-2000	Steel	hour	\$ 1,181.88
8124	Airboat	815AGIS Airboat w/spray unit	35'x8'	400		hour	\$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$ 33.06
8126	Swamp Buggy	Conquest		360		hour	\$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	\$ 1.46
8131	Boat, Runabout	Size	13'x6'	to-60	Outboard.	hour	\$ 12.66
8132	Boat, Tender	Size	14'x7'	to-100	Inboard-with-360-degree-drive.	hour	\$ 16.58
8133	Boat, Push	Size	45'x24'x6'	to-435	Flat hull.	hour	\$ 235.03
8134	Boat, Push	Size	54'x24'x6'	to-525	Flat hull.	hour	\$ 290.74
8135	Boat, Push	Size	58'x24'x7'-5'	to-705	Flat hull.	hour	\$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to-870	Flat hull.	hour	\$ 359.36
8140	Boat, Tug	Length	16 Ft	to-100		hour	\$ 47.35
8141	Boat, Tug	Length	18 Ft	to-175		hour	\$ 70.55
8142	Boat, Tug	Length	26 Ft	to-250		hour	\$ 90.10
8143	Boat, Tug	Length	40 Ft	to-380		hour	\$ 215.09
8144	Boat, Tug	Length	51 Ft	to-700		hour	\$ 302.01
8145	Jet Ski	3-seater				hour	\$ 27.70
8146	Jet Ski					hour	\$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	400-250		hour	\$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 45" shaft		45		hour	\$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to-100	Add Prime Mover cost for total rate Add Prime Mover cost for total rate	hour	\$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to-18		hour	\$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to-20		hour	\$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to-35		hour	\$ 25.28
8157	Sweeper, Pavement			to-110		hour	\$ 78.79
8158	Sweeper, Pavement			to-230		hour	\$ 102.03
8180	Bus			to-150		hour	\$ 21.60
8181	Bus			to-210		hour	\$ 25.82
8182	Bus			to-300		hour	\$ 39.65
8183	Blower	Gasoline-powered Toro Pro-Force		27		hour	\$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95-ES	15-gal; 350 lbs			hour	\$ 18.83
8184	Back-Pack Blower			to-4.4		hour	\$ 1.53
8185	Walk-Behind Blower			13		hour	\$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$ 2.77

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8199	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 26 in	7.6 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Brusher-Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 in	to 35	Trailer Mounted,	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted,	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 in	to 100	Trailer Mounted,	hour	\$ 24.80
8203	Chipper, Brush	Chipping Capacity	15 in	to 125	Trailer Mounted,	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 in	to 200	Trailer Mounted,	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Backo 505 ML		to 173		hour	\$ 160.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,000 lbs	to 235	Bucket not included in rate,	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate,	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate,	hour	\$
8218	BOMAG Compactor	BW400AD-3		23		hour	147.05
8219	Compactor - 2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.0 Ton	28		hour	\$
8220	Compactor			to 10		hour	\$ 15.82
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.08
8223	Compactor, pneumatic wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor-Towed-Steel-Drum-Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 26.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 4501 LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LOP, ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model CAT D101 (dec 2014); Protection: EROPS, Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor, 2007 Balco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

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8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour \$	14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour \$	18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour \$	18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour \$	36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour \$	55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour \$	158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour \$	264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour \$	304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour \$	466.41
8287	Excavator	2007 model Gradall XL3100.III		184		hour \$	102.62
8288	Excavator	2003 model Gradall XL4100.III		238		hour \$	117.66
8289	Excavator	2006 model Gradall XL5100		230		hour \$	109.03
8290	Trowel, Concrete	Diameter	48 in	to 12		hour \$	4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour \$	14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour \$	21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour \$	28.79
8303	Fork Lift	Capacity	50000 Lbs	to 216		hour \$	63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvw lbs	94.9	3.1-3.5 Mton	hour \$	44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5-4.9 Mton	hour \$	51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5-4.9 Mton	hour \$	56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour \$	3.63
8310	Generator	Prime Output	5.5 KW	to 10		hour \$	5.36
8311	Generator	Prime Output	16 KW	to 25		hour \$	7.81
8312	Generator	Prime Output	60 KW	to 88		hour \$	25.56
8313	Generator	Prime Output	100 KW	to 125		hour \$	43.69
8314	Generator	Prime Output	150 KW	to 240		hour \$	62.83
8315	Generator	Prime Output	210 KW	to 300		hour \$	85.79
8316	Generator	Prime Output	280 KW	to 400		hour \$	103.34
8317	Generator	Prime Output	350 KW	to 500		hour \$	114.23
8318	Generator	Prime Output	530 KW	to 750		hour \$	202.00
8319	Generator	Prime Output	710 KW	to 1000		hour \$	225.34
8327	Generator	Prime Output	800 KW	1065		hour \$	232.46
8328	Generator	Prime Output	900 KW	1355		hour \$	295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour \$	356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour \$	393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour \$	553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour \$	450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour \$	583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour \$	567.48
8325	Generator	Prime Output	40KW	63	Open	hour \$	23.16
8326	Generator	Prime Output	20KW	35	Open/Closed	hour \$	18.05
8327	Generator Large	Prime Output	80 KW	420		Hr. \$	31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr. \$	490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment	hour \$	43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment	hour \$	63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment	hour \$	80.43
8350	Hose, Discharge	Diameter	3 in	0	Var 25 foot length. Includes couplings.	hour \$	0.16
8351	Hose, Discharge	Diameter	4 in	0	Var 25 foot length. Includes couplings.	hour \$	0.24
8352	Hose, Discharge	Diameter	6 in	0	Var 25 foot length. Includes couplings.	hour \$	0.62
8353	Hose, Discharge	Diameter	8 in	0	Var 25 foot length. Includes couplings.	hour \$	0.62

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8354	Hose, Discharge	Diameter	12-In	0	Per 25-foot length. Includes couplings.	hour \$	0.02
8355	Hose, Discharge	Diameter	16-In	0	Per 25-foot length. Includes couplings.	hour \$	1.71
8356	Hose, Suction	Diameter	3-In	0	Per 25-foot length. Includes couplings.	hour \$	0.31
8357	Hose, Suction	Diameter	4-In	0	Per 25-foot length. Includes couplings.	hour \$	0.37
8358	Hose, Suction	Diameter	6-In	0	Per 25-foot length. Includes couplings.	hour \$	1.17
8359	Hose, Suction	Diameter	8-In	0	Per 25-foot length. Includes couplings.	hour \$	1.11
8360	Hose, Suction	Diameter	12-In	0	Per 25-foot length. Includes couplings.	hour \$	1.73
8361	Hose, Suction	Diameter	16-In	0	Per 25-foot length. Includes couplings.	hour \$	3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour \$	19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour \$	36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour \$	69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour \$	103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour \$	123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour \$	20.80
8391	Loader, Wheel	Bucket Capacity	1 Cy	to 60		hour \$	41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour \$	38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour \$	46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour \$	76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour \$	79.59
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour \$	116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour \$	129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour \$	188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour \$	37.13
8410	Mixer, Concrete, Portable	Batching Capacity	10 Cft	8	Diesel-Powered	hour \$	3.13
8411	Mixer, Concrete, Portable	Batching Capacity	12 Cft	11	Gasoline-Powered	hour \$	4.34
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour \$	15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour \$	20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour \$	84.71
8419	Hand-Held, Pavement Breakers	Weight	25-90 Lbs	0	Air-Tool/Electric Power	hour \$	1.12
8420	Self-Propelled Pavement Breaker			to 70-80	Self-Propelled (Diesel)	hour \$	59.54
8421	Vibrator, Concrete	Hand-Held		to 4		hour \$	1.63
8422	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 162		hour \$	90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour \$	125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck-mounted.	hour \$	4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour \$	12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour \$	76.44
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour \$	96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour \$	144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour \$	224.01
8436	Pick-up, Asphalt			to 110		hour \$	98.06
8437	Pick-up, Asphalt	Cedarapids	CR-MS-2	113 to	Asphalt Pick-up Machine	hour \$	140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to	Asphalt Pick-up Machine	hour \$	189.75
8439	Pick-up, Asphalt		MN-1000C	to 275	Asphalt Pick-up Machine	hour \$	214.03
8440	Striper	Paint Capacity	40-Gal	to 22		hour \$	16.82
8441	Striper	Paint Capacity	90-Gal	to 60		hour \$	24.24
8442	Striper	Paint Capacity	120-Gal	to 122		hour \$	45.28
8445	Striper, Truck Mntd	Paint Capacity	120-Gal	to 460		hour \$	83.35
8446	Striper, Walk-behind	Paint Capacity	12-Gal	5		hour \$	4.23
8447	Paver accessory, Belt Extension	2002 Leesboy Conveyor Belt Extension	24' X 50'	0	crawler	hour \$	33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour \$	28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour \$	33.24

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8462	Plow, Truck Mntd	Width	to 16 Ft	0	include truck for total cost	hour \$ 25.23
8463	Plow, Truck Mntd	Width	to 16 Ft	0	With leveling wing-include truck for total cost	hour \$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour \$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour \$ 10.55
8457	Spreader, Sand	Mounting	Truck (10 yd)	0	Truck not included	hour \$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted	hour \$ 6.30
8469	Pump - Trash Pump	10-MTC	2" Pump	to 7	10,000 gph	hour \$ 7.87
8470	Pump	Centrifugal, 8M pump	7 - 10,000 gal/hr.	to 4.5	Hoses not included	hour \$ 6.31
8471	Pump	Diaphragm pump	7 - 3,000 gal/hr.	to 6	Hoses not included	hour \$ 6.08
8472	Pump	Centrifugal, 18M pump	7 - 18,000 gal/hr. pump	to 10	Hoses not included	hour \$ 8.05
8473	Pump			to 15	Hoses not included	hour \$ 12.08
8474	Pump			to 25	Hoses not included	hour \$ 13.72
8475	Pump			to 40	Hoses not included	hour \$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included	hour \$ 27.45
8477	Pump			to 95	Hoses not included	hour \$ 32.72
8478	Pump			to 140	Hoses not included	hour \$ 41.84
8479	Pump			to 200	Hoses not included	hour \$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour \$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour \$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour \$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour \$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour \$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour \$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour \$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour \$ 21.90
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour \$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600 Lbs	81 Ft-100 Ft Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour \$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft Ht.	to 15	Articulated, Telescoping, Scissor.	hour \$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft Ht.	to 30	Articulated, Telescoping, Scissor.	hour \$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft Ht.	to 50	Articulated, Telescoping, Scissor.	hour \$ 21.52
8493	Aerial Lift, Self-Propelled	Max. Platform Height	425 Ft Ht.	to 85	Articulated and Telescoping.	hour \$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft Ht.	to 130	Articulated and Telescoping.	hour \$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 600 Lbs	75"x155", 40 Ft Ht.	to 80	2000 Lbs Capacity	hour \$ 29.74
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	include truck rate for total	hour \$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	include truck rate for total	hour \$ 23.12
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	include truck rate for total	hour \$ 37.46
8499	Pump - Trash Pump	CPB Rating - 10MTC	10000 gal/Hr	2	Self-Priming Trash Pump	hour \$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour \$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour \$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour \$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour \$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour \$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour \$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour \$ 12.42
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour \$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour \$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour \$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour \$ 1.72
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour \$ 2.02
8524	Scraper	Scraper Capacity	45 CY	to 262		hour \$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour \$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour \$ 322.72

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8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$ 354.84
8540	Loader, Skid-Steer	Operating Capacity	976-1250 Lbs	to 36		hour	\$ 26.83
8544	Loader, Skid-Steer	Operating Capacity	1751-3200 Lbs	to 66		hour	\$ 35.47
8542	Loader, Skid-Steer	Operating Capacity	2001 to 3300 Lbs	to 84		hour	\$ 39.72
8550	Snow Blower, Truck-Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.39
8551	Snow Blower, Truck-Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
8552	Snow Blower, Truck-Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$ 143.88
8553	Snow Blower, Truck-Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.03
8558	Snow Thrower, Walk-Behind	Cutting Width	26 in	to 5		hour	\$ 2.87
8559	Snow Thrower, Walk-Behind	Cutting Width	60 in	to 15		hour	\$ 14.47
8560	Snow Blower	Capacity	3,000 Tph	to 400		hour	\$ 234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 256.20
8562	Snow Blower	Capacity	3,500 Tph	to 500		hour	\$ 285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$ 260.00
8564	The Vammas 5500	RM300	96"W x 20"D	3.50	Soil Stabilization, Reclaimer	hour	\$ 212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$ 220.00
8569	Dust Control De-Ice Unit	1300-2000 gal	473"Lx98"Wx51"H	5.5	Hydro Pump-w/100' 1/2" hose	hour	\$ 3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$ 23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$ 33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$ 43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$ 49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$ 14.07
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	4000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 32.52
8583	Distributor	ETNYRE Oil Distributor Model-PB348		300		hour	\$ 43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$ 90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$ 13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$ 13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.74
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	includes a centrifugal pump with sump and a mar spraybar.	hour	\$ 15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	includes a centrifugal pump with sump and a mar spraybar.	hour	\$ 19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	includes a centrifugal pump with sump and a mar spraybar.	hour	\$ 22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	includes a centrifugal pump with sump and a mar spraybar.	hour	\$ 28.39
8614	Truck, Water Tanker	1000 gal. tank		175		hour	\$ 35.84
8620	Tub Grinder			to 440		hour	\$ 98.30
8621	Tub Grinder			to 630		hour	\$ 148.62
8622	Tub Grinder			to 760		hour	\$ 189.56
8623	Tub Grinder			to 1000		hour	\$ 332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$ 59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$ 48.50
8629	Stump Grinder	24" grinding wheel		110		hour	\$ 46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$ 15.59

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8634	Mulcher, Trailer-Mntd	Working Capacity	10 TPH	to 55		hour \$	23.12
8635	Mulcher, Trailer-Mntd	Working Capacity	20 TPH	to 120		hour \$	33.58
8636	Scraper	Soil Recycler WR-240B	w-317-gal-fuel-tank	563		hour \$	265.74
8637	Trailer-CAT	Double-Belly-Bottom-dump-Trailer	26-CY-of-soil-in-one-dump	330	13-CY-of-soil-each-berry	hour \$	95.10
8638	Rake	Barber-Beach-Sand-Rake-600HDr, towed		0	Towed-by-Beach-vehicle	hour \$	15.78
8639	Chipper	Midcat-626-Cougar-Trommel-Screen chipper-w-belt		125		hour \$	35.38
8640	Trailer, Office	Trailer-Size	8' x 24'	0	Cargo-Size-16ft	hour \$	2.31
8641	Trailer, Office	Trailer-Size	8' x 32'	0	Cargo-Size-24ft	hour \$	2.76
8642	Trailer, Office	Trailer-Size	10' x 32'	0	Cargo-Size-20ft	hour \$	3.69
8643	Trailer	Haz-Mat-Equipment-trailer	8'x18'	0	Move-by-Tractor-to-Location	hour \$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move-by-Tractor-to-Location	hour \$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower-trailer-12-showers		104		hour \$	30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGVM	299	4x2-Axle	hour \$	28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted, Chain-and-Wheel	hour \$	16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted, Chain-and-Wheel	hour \$	29.53
8654	Trencher-accessories	2008 Griswold Trenchbox		0		hour \$	1.96
8660	Blow, Cable	Blow-Depth	24-in	to 30		hour \$	13.77
8661	Blow, Cable	Blow-Depth	36-in	to 65		hour \$	40.07
8662	Blow, Cable	Blow-Depth	48-in	to 110		hour \$	44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft., 12,000 Ft-Lb Hydraulic	Lift Capacity-15,500-Lbs	275	Includes hydraulic pole alignment attachment.-Include truck-rate	hour \$	35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft., 14,000 Ft-Lb Hydraulic	Lift Capacity-26,700-Lbs	340	Includes hydraulic pole alignment attachment.-Include truck-rate	hour \$	56.12
8672	Truck, Fire-Industrial-112Ft Ladder	28-32-ton-Head	134KW	178	Sonic-Sidegrip-Vibratory-Pile-Driver	hour \$	109.20
8680	Truck, Fire, Aerial-Platform	Pump/Tank Capacity	3000gpm/4000-gal-Water-or-Foam	600	2-1000gpm-Nozzles-1-Each-side-of-Platform	hour \$	198.30
8681	Truck, Fire, Engine-Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour \$	140.00
8682	Truck, Fire, Engine-Type-2	Pump/Tank Capacity	500GPM/200gal		Engine, with Pump & Roll	hour \$	132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal	115-149	Hose-1-1/2"D-500' Long	hour \$	119.30
8684	Truck, Fire, Aerial-(Cummins XL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm-Monitor/nozzle	hour \$	178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal-500gpm-Master Stream	200-250	Hose-2-1/2"D-1200' Long	hour \$	154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal	400-499	Hose-2-1/2"D-1000' Long	hour \$	131.50
8687	Truck, Fire, Support-Water-Tender-S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1-Water-Tender	hour \$	114.50
8688	Truck, Fire, Support-Water-Tender-S2	Pump/Tank Capacity	200GPM/2500+gal		S2-Water-Tender	hour \$	103.50
8689	Truck, Fire, Support-Water-Tender-S3	Pump/Tank Capacity	200GPM/1000+gal		S3-Water-Tender	hour \$	79.00
8690	Truck, Fire, Water-Tender	Pump Capacity	1000 GPM @150 psi			hour \$	70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour \$	74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour \$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour \$	84.04
8694	Truck, Fire Aerial-Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour \$	121.00
8695	Truck, Fire Aerial-Ladder (150Ft)	Ladder length	150-FT		No-Platform,	hour \$	146.43
8696	Truck, Fire (Rescue)	No-Ladder		330	Rescue-Equipment	hour \$	96.36
8697	Truck, Fire, Tactical-Water-Tender-T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour \$	119.50
8698	Truck, Fire, Tactical-Water-Tender-T2	Pump/Tank Capacity	250GPM/1000+gal			hour \$	102.67
8699	Truck, Fire, Engine-Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour \$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000-Lbs	to 200	Diesel-Engine	hour \$	25.46
8701	Truck, Flatbed	Maximum Gvw	25000-Lbs	to 275	Gasoline-Engine	hour \$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000-Lbs	200	Diesel-Engine	hour \$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000-Lbs	217	Diesel-Engine	hour \$	32.90
8703	Truck, Flatbed	Maximum Gvw	45000-Lbs	to 380	Diesel-Engine	hour \$	52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two-axle	50,000+ gvw	0		hour \$	8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two-axles	50,000+ gvw	0	Enclosed	hour \$	9.82
8710	Trailer, semi	28ft, single-axle, freight	25,000-gvw	0		hour \$	10.01

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8711	Flat-bed utility trailer	8-ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck-Mounted-(350-gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck-Mounted-(1500-Gal)	hour	\$ 32.02
8714	Vector-Combined-Sewer-Cleaning	800-Gal-Spoils/400-Gal-Water	500/800-gal	190	with-water-&-waste-Tanks	hour	\$ 85.10
8714-1	Vector-Combine-Vacuum-Truck	4500-gal-Water	45-Cu-Yd	330	with-water-&-waste-Tanks	hour	\$ 85.10
8716	Truck, Hydro-Vac	model LP565DT	36-Hp-pump	36	Towed-by-tractor	hour	\$ 19.50
8716	Leaf-Vac	Tow-by-Truck-22,000-cfm-capacity		85	Leaf-Vac+Truck-Code-8814	hour	\$ 52.02
8717	Truck, Vacuum	60,000-GVM		400		hour	\$ 76.72
8719	Litter-Picker	model 2007-Barber		0	Towed-by-tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to-220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to-320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to-400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to-400		hour	\$ 77.50
8724	Truck, Dump, Off-Highway	Struck Capacity	28 CY	to-450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to-400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to-255		hour	\$ 49.70
8731	Truck, Garbage	Capacity	32 CY	to-325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered-by-Solar-System	hour	\$ 3.07
8734	Attenuator, safety	that-can-stop-a-vehicle-at-60-mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004-Truck-Mounted-for-60-mph		0		hour	\$ 3.80
8736	Truck, tow	1987-Chevy-Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up-to-15-passenger	light-duty, class-1		225-300		hour	\$ 20.48
8747	Van-up-to-15-passenger	light-duty, class-2		225-300		hour	\$ 20.77
8748	Van-cargo	light-duty, class-1		225-300		hour	\$ 22.44
8749	Van-cargo	light-duty, class-2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to-30		hour	\$ 6.41
8753	Vehicle, Recreational			to-10		hour	\$ 2.87
8754	Motor Coach	GVM=50534	56 Passenger+1-Driver	430	Passenger-Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2-person	0	Battery-operated	hour	\$ 3.80
8770	Welder, Portable			to-16	includes-ground-cable-and-lead-cable.	hour	\$ 4.11
8771	Welder, Portable			to-34	includes-ground-cable-and-lead-cable.	hour	\$ 7.24
8772	Welder, Portable			to-50	includes-ground-cable-and-lead-cable.	hour	\$ 13.66
8773	Welder, Portable			to-80	includes-ground-cable-and-lead-cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500-Gal	to-175	include-pump-and-rear-spray-system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000-Gal	to-250	include-pump-and-rear-spray-system.	hour	\$ 56.57
8788	Container & roll-off truck	Roll-off Truck	30-yds.	200	Roll-off-Truck-only	hour	\$ 23.73
8789	Truck, Tractor	1997-Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to-210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to-330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to-360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium-duty class 5	gvwr-16000-19500-Lbs	200	4 X 2-Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three-axle, class-8, heavy-duty	over-33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Enclosed w/lift gate. Heavy-duty, class 2	26,001 to 33,000 lbs.gvwr	217	4 X 2-Axle (D)	hour	\$ 31.43
8798	Truck	Tilt-and-roll-back, two-axle, class 2 heavy-duty,	to 33,000 gvwr	217	4 X 2-Axle (D)	hour	\$ 32.13
8799	Truck	Tilt-and-roll-back, three-axle, class 8 heavy-duty	over 33,001± gvwr	280	6 X 4-Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When-transporting-people,	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton-Pickup-Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton-Pickup-Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1-1/4-ton-Pickup-Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1-1/2-ton-Pickup-Truck	4x2-Axle	300		hour	\$ 23.22

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2702 Directors Row

8852	Mobile Command Center	47'6" X 9'7.5" Fully Equip' (In motion) (RV)		410		hour	\$	68.04
8853	Mobile Command Center	37'0" X 9'7.5" Fully Equip' (Stationary)		410		hour	\$	45.89
8805	Truck, Pickup	1-3/4-ton Pickup Truck	4x2-Axis	200		hour	\$	24.86
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axis	165		hour	\$	14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	Light Tower	286		hour	\$	27.55
8808	Truck, Pickup	1-ton Pickup Truck	Light Tower	340		hour	\$	29.00
8809	Truck, Pickup	1-1/4-ton Pickup Truck	Sand Spreader Machine	260		hour	\$	26.82
8810	Truck, Pickup	1-1/2-ton Pickup Truck	Helicopter	362		hour	\$	27.55
8811	Truck, Pickup	1-3/4-ton Pickup Truck	Helicopter	0		hour	\$	1.75
8820	Skidder accessory	2005 JCB Grapple Claw	Helicopter	0		hour	\$	1.50
8821	Forklift, accessory	2005 ACS Grapple Bucket	Helicopter	230		hour	\$	62.22
8822	Truck, Loader	Debris/Leg (Knuckleboom Loader/Truck)	Helicopter	720		hour	\$	148.50
8823	Chipper-Wood Recycler	Cat 16 engine	Helicopter	0		hour	\$	64.20
8824	Skidder	model Cat 525B	Piper Fixed-wing	164 and up		hour	\$	128.62
8825	Skidder	40K lbs - model Cat 525C	Helicopter	215-225		hour	\$	40.10
8840	Truck, service	Fuel and lube	Sikorsky Helicopter	200		hour	\$	32.01
8841	Truck, fuel	2009 International 1,800 gal. storage tank	Helicopter	0		hour	\$	14.73
8842	Mobile Command Trailer	(4' X 28') with 7.5 KW Generator	Move to Location by Tractor	0		hour	\$	13.84
8843	Mobile Response Trailer	(8' X 31') with 4.6 KW Generator	Move to Location by Tractor	0		hour	\$	7.56
8844	Mobile Command Center	(unified) (RV) Ulti-master MP-38	43' BT Long with Generator	400		hour	\$	86.10
8845	Mobile Command Post Vehicle	(RV) (In-Motion)	Helicopter	340		hour	\$	34.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	Helicopter	340		hour	\$	20.33
8847	Mobile Command Center (Trailer)	35'x8" Trailer, Fully Equipped Mobile Command Center	King Air 200 Turboprop Aircraft	340		hour	\$	84.60
8848	Mobile Command Center (Trailer)	43'x8" When being Moved w/Tractor	Turboprops-Blackhawk Aircraft	0		hour	\$	50.60
8849	Mobile Command Center	43'x8.5" x 13.5'H with self 30kw Generator	Turboprops-Blackhawk Aircraft	310		hour	\$	55.32
8850	Mobile Command Center	2007 Freightliner MT-55 - (RV)	Helicopter	280		hour	\$	47.42
8851	Mobile Command Van	1990 - Ford Econoline - Communication Van	Communication Equipment	230		hour	\$	42.78

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Orlando, FL 32809-5631

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(DTI-IT-0124)
MEMORANDUM FOR THE DIRECTOR

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - SAMPLE ATTACHMENT Encompassed Entities

This notice is an
By our authority, and
2555 Shumard Oak Boulevard

All entities listed herein will still require access to the
DIVISION HEADQUARTERS

8043	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$ 20.16
8044	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$ 14.84
8045	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$ 6.44

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Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 5/15/2025 11:12:49 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Original Resolution 2023-15 Approving Florida Statewide Mutual Aid.docx	
Modified filename: Resolution 2025-03 Approving Florida Statewide Mutual Aid.docx	
Changes:	
Add	601
Delete	400
Move From	0
Move To	0
Table Insert	24
Table Delete	14
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	30
Embedded Excel	0
Format changes	0
Total Changes:	1069

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

12

EAST RIVER RANCH STEWARDSHIP DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct District related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in establishment documents, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, DISTRICT website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by July 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before July 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District website.

Standard: District website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the District website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

13

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2026

This Agreement ("**Agreement**") is made and entered into effective as of October 1, 2025, by and between:

East River Ranch Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2023-335, *Laws of Florida*, ("**District**"), and is located in Manatee County ("**County**"), and

East River Ranch 1400 LLC., a Florida limited liability company, and the owner and/or developer of property located within the boundaries of the District ("**Developer**," and together with the District, the "**Parties**"). For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the CDD owned by the Developer on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 2023-335, *Laws of Florida*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. *[Contractual Lien]*. The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
- b. *[Enforcement Action]* The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. *[Uniform Method; Direct]* The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

East River Ranch Stewardship District

Secretary/Assistant Secretary

By: _____
Its: _____

East River Ranch 1400 LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

EXHIBIT A: FY 2026 Budget

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2025**

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2025**

	General Fund	Total Governmental Funds
ASSETS		
Cash	\$ 519	\$ 519
Undeposited funds	3,455	3,455
Due from Landowner	11,839	11,839
Total assets	<u>\$ 15,813</u>	<u>\$ 15,813</u>
LIABILITIES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 4,770	\$ 4,770
Landowner advance	6,000	6,000
Total liabilities	<u>10,770</u>	<u>10,770</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred receipts	11,839	11,839
Total deferred inflows of resources	<u>11,839</u>	<u>11,839</u>
Fund balances:		
Restricted for:		
Unassigned	(6,796)	(6,796)
Total fund balances	<u>(6,796)</u>	<u>(6,796)</u>
Total liabilities and fund balances	<u>\$ 15,813</u>	<u>\$ 15,813</u>

**EAST RIVER RANCH
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 3,455	\$ 4,224	\$ 23,440	18%
Total revenues	<u>3,455</u>	<u>4,224</u>	<u>23,440</u>	18%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	500	4,000	6,000	67%
Legal	-	-	7,500	0%
Telephone	8	67	100	67%
Postage	-	-	500	0%
Printing & binding	21	166	250	66%
Legal advertising	-	78	1,750	4%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	104	1,009	750	135%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	210	210	100%
Total expenditures	<u>633</u>	<u>10,955</u>	<u>23,440</u>	47%
Excess/(deficiency) of revenues over/(under) expenditures	2,822	(6,731)	-	
Fund balances - beginning	(9,618)	(65)	-	
Fund balances - ending	<u>\$ (6,796)</u>	<u>\$ (6,796)</u>	<u>\$ -</u>	

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
EAST RIVER RANCH STEWARDSHIP DISTRICT**

The Board of Supervisors of the East River Ranch Stewardship District held a Special Meeting on May 14, 2025 at 2:00 p.m., at the Medallion Home, 1651 Whitfield Ave., Suite 200, Sarasota, Florida 34243.

Present:

Carol Clarke	Vice Chair
Margo Holeman	Assistant Secretary
Christopher Chavez	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates, LLC
Jonathan Johnson (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 2:01 pm. The Oath of Office was administered to Ms. Margo Holeman before the meeting.

Supervisors Clarke, Chavez and Holeman were present. Supervisors Beruff and Baca were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Margo Holeman [Seat 2] (the following will be provided under separate cover)

This item was addressed during the First Order of Business. Ms. Holeman is familiar with the following:

- 38 A. Required Ethics Training and Disclosure Filing
- 39 • Sample Form 1 2023/Instructions
- 40 B. Membership, Obligations and Responsibilities
- 41 C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
- 42 D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local
- 43 Public Officers
- 44

45 **FOURTH ORDER OF BUSINESS**

Acceptance of Resignation of Gabby Baca
[Seat 3]

47

48 On MOTION by Ms. Clarke and seconded by Mr. Chavez, with all in favor, the

49 resignation of Ms. Gabby Baca from Seat 3, was accepted.

50

51

52 **FIFTH ORDER OF BUSINESS**

Consider Appointment of fill Unexpired
Term of Seat 3; Term Expires November
2028

53

54

55

56 This item was deferred.

- 57 • Administration of Oath of Office to Appointed Supervisor
- 58

59 **SIXTH ORDER OF BUSINESS**

Ratification of Resolution 2024-07, Electing
and Removing Officers of the District and
Providing for an Effective Date

60

61

62

63 Ms. Cerbone presented Resolution 2024-07.

64 The slate of officers being ratified was as follows:

65	Carlos Beruff	Chair
66	Carol Clarke	Vice Chair
67	Gabby Baca	Assistant Secretary
68	Christopher Chavez	Assistant Secretary
69	Margo Holeman	Assistant Secretary

70 This Resolution removes the following from the Board:

71	Connor Chambers	Assistant Secretary
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The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Chavez and seconded by Ms. Holeman, with all in favor, Resolution 2024-07, Electing, and Removing Officers of the District and Providing for an Effective Date, was ratified.

▪ **Consideration of Resolution 2025-04, Electing and Removing Officers of the District and Providing for an Effective Date**

This item, previously the Eleventh Order of Business, was presented out of order.

Ms. Cerbone presented Resolution 2025-04.

Ms. Clarke nominated the following slate:

Carlos Beruff	Chair
Carol Clarke	Vice Chair
Christopher Chavez	Assistant Secretary
Margo Holeman	Assistant Secretary
Chris Conti	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

Gabby Baca	Assistant Secretary
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The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Ms. Clarke and seconded by Ms. Holeman, with all in favor, Resolution 2025-04, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Approving the Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-01. She reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. The Board consensus was that the District is still anticipated to be dormant for Fiscal Year 2026. The Fiscal Year 2026 budget is a Landowner-contribution budget with expenses being funded as they are incurred.

Discussion ensued as to whether to keep insurance.

The Board consensus was to keep budgeting for insurance.

Ms. Cerbone recalled that, at the Organizational meeting, the Board selected Fifth-Third Bank as its Qualified Public Depository for the Districts funds. Per the Accounting Department, an account was opened with Fifth-Third Bank but it was a difficult process since Fifth-Third Bank does not typically work with governmental entities. She recalled being instructed by the Board to have all bank fees removed; however, it cannot be done. It might be possible if the Landowner/Developer speaks to Fifth-Third Bank about the established relationship and they can get Fifth-Third Bank to remove the fees or if they provide her with a contact to speak to.

Mr. Chavez stated that Fifth-Third charges the District \$100 to \$140 per month, which seems high. Ms. Cerbone noted that a large portion of the fee is related to the "positive pay" process; this approach helps lessen the chance of fraud. Mr. Chavez stated that he will follow up with the Bank.

Discussion ensued regarding whether advertising can be with an online only "newspaper".

Mr. Johnson stated that the online news publication would need to certify that its circulation meets the requirements of the Statutes with regard to legal advertising. Ms. Cerbone will research whether there is an online option that meets the Florida Statute requirements. The Board directed Ms. Cerbone to transition advertising to the online option if it meets the requirements.

On MOTION by Mr. Chavez and seconded by Ms. Holeman, with all in favor, Consideration of Resolution 2025-01, Approving the Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law for July 17, 2025 at 11:00 a.m., at Medallion Home, 1651 Whitfield Avenue, Suite 200, Sarasota, Florida 34243; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

**Consideration of Fiscal Year 2026 Budget
Funding Agreement**

Ms. Cerbone presented the Fiscal Year 2026 Budget Funding Agreement.

On MOTION by Mr. Chavez and seconded by Ms. Holeman, with all in favor, the Fiscal Year 2026 Budget Funding Agreement, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2025-02,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2025/2026 and Providing for an effective
Date**

This item was deferred.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-03,
Approving the Florida Statewide Mutual
Aid Agreement; Providing for Severability;
and Providing for an effective Date**

Ms. Cerbone presented Resolution 2025-03. She noted that the District would more likely be a receiver of aid/assistance than a provider of aid/assistance.

It was noted that the District previously implemented this Agreement; this is an updated version.

District Management and District Counsel will attempt to obtain a red-line version of the Agreement reflecting the changes or a summary of the changes for presentation at the next meeting.

This item was deferred.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-04,
Electing and Removing Officers of the
District and Providing for an Effective Date**

This item was presented following the Sixth Order of Business.

TWELFTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2025**

**On MOTION by Mr. Chavez and seconded by Ms. Clarke, with all in favor, the
Unaudited Financial Statements as of March 31, 2025, were accepted.**

THIRTEENTH ORDER OF BUSINESS

**Approval of August 29, 2024 Public Hearing
and Regular Meeting Minutes**

The following change was made:

Line 22: Change "Supervisors" to "Supervisor"

Line 70: Change "Ernesto Torres" to "Cindy Cerbone"

Line 145: Change "Chaavez" to "Chavez"

**On MOTION by Ms. Clarke and seconded by Mr. Chavez, with all in favor, the
August 29, 2024 Public Hearing and Regular Meeting Minutes, as amended,
were approved.**

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

There was no report.

B. District Manager: Wrathell, Hunt and Associates, LLC

- **Property Insurance on Vertical Assets**
- **NEXT MEETING DATE: TBD**
 - **QUORUM CHECK**

The next meeting will be held on July 17, 2025 at 11:00 a.m.

FIFTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Holeman and seconded by Mr. Chavez, with all in favor, the meeting adjourned at 2:50 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

235
236
237
238
239

Secretary/Assistant Secretary

Chair/Vice Chair

**EAST RIVER RANCH
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**



SCOTT FARRINGTON
MANATEE COUNTY SUPERVISOR OF ELECTIONS

600 301 Boulevard West, Suite 108, Bradenton, FL 34205-7946
PO Box 1000, Bradenton, FL 34206-1000

Phone 941-741-3823 • Fax 941-741-3820
Info@VoteManatee.gov • VoteManatee.gov

April 15, 2025

East River Ranch Stewardship District
Attn: Daphne Gillyard
2300 Glades Rd Suite 410 W
Boca Raton FL 33431

Dear Ms. Gillyard:

We are in receipt of your request for the number of registered voters in the East River Ranch Stewardship District as of April 15, 2025. According to our records, there were 0 persons registered in the East River Ranch Stewardship District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

Scott Farrington
Supervisor of Elections

SF/sas