HEADWATERS
WATER CONTROL DISTRICT

INIAN RIVER COUNTY
INITIAL LANDOWNERS' MEETING
& ORGANIZATIONAL MEETING
OCTOBER 21, 2026
10:15 A.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.headwaterswcd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
HEADWATERS
WATER CONTROL DISTRICT
Indian River County Main Library
History Room – Second Floor
1600 21st Street
Vero Beach, FL 32960
INITIAL LANDOWNERS' MEETING
October 21, 2026
10:15 a.m.

A. Call to Order

B. Proof of Publication……..Page 1

C. Establish a Quorum

D. Election of Chair for Landowners' Meeting

E. Election of Secretary for Landowners Meeting

F. Election of Supervisors

- Determine Number of Voting Units Represented or Assigned by Proxy…….Page 2
- Nomination of Candidates
- Casting of Ballots……..Page 3
- Ballot Tabulations

G. Certification of the Results

H. Landowners' Comments

I. Adjourn

Publication Date
2026-10-09

Subcategory
Miscellaneous Notices

NOTICE OF INITIAL LANDOWNERS MEETING AND ELECTION AND
ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS OF
HEADWATERS WATER CONTROL DISTRICT

Notice is hereby given to the public and all landowners within the Headwaters Water Control District (District) located in Indian River County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the Districts Board of Supervisors (Board). Immediately following the landowners meeting there will be convened an organizational meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, the appointment of staff including, but not limited to, manager, attorney, and others as deemed appropriate by the Board, and to conduct any other business that may come before the Board.

DATE/TIME: October 21, 2026 at 10:15 a.m.

PLACE: Indian River County Main Library
History Room Second Floor
1600 21st Street
Vero Beach, FL 32960

Each landowner may vote in person or by written proxy. Instructions on how all landowners may participate in the election, along with sample proxies, are available from the Districts Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Office). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one (1) vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners acreage has been aggregated for purposes of voting. At the landowners meeting the landowners shall select a person to serve as the meeting chair, who shall conduct the meeting.

The landowners meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agendas for these meetings may be obtained from the District Office.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office, at least forty-eight (48) hours before the hearing. 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 Office.

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

District Manager
HEADWATERS WATER CONTROL DISTRICT
Pub: October 2 & 9, 2026
TCN12660718

INSTRUCTIONS RELATING TO
LANDOWNER PROXY

HEADWATERS WATER CONTROL DISTRICT
INDIAN RIVER COUNTY, FLORIDA
LANDOWNERS' MEETING – OCTOBER 21, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ **("Proxy Holder")** for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Headwaters Water Control District to be held on October 21, 2026 at 10:15 a.m. at Talon Indian River County Main Library, History Room – Second Floor, 1600 21st Street, Vero Beach, FL 32960, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

_____
Printed Name of Legal Owner

_____ _____
Signature of Legal Owner Date
Name: _____
Title: _____

Parcel Description	**Acreage**	**Authorized Votes**
See attached Exhibit A.	_____ ACRES	____ VOTES

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: **VOTES**

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.
If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

HEADWATERS WATER CONTROL DISTRICT
INDIAN RIVER COUNTY, FLORIDA
LANDOWNERS' MEETING – OCTOBER 21, 2026

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the three (3) candidates receiving the next highest number of votes will each receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Headwaters Water Control District and described as follows:

Description **Acreage**

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	**NUMBER OF VOTES**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Date: _____ Signed: _____

Printed Name: _____

AGENDA
HEADWATERS
WATER CONTROL DISTRICT
Indian River County Main Library
History Room – Second Floor
1600 21st Street
Vero Beach, FL 32960
ORGANIZATIONAL MEETING
October 21, 2026
10:15 a.m.

A. Call to Order

B. Proof of Publication……Page 6

C. Seat New Board Members (from Landowners Meeting)

D. Administer Oaths of Office

E. Review Board Members Responsibilities and Duties

F. Discussion Regarding Required Ethics Training……....Page 7

G. Establish Quorum

H. Consider Resolution No. 2026-01 – Canvassing and Certifying Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes……Page 8

I. Consider Resolution No. 2026-02 – Election of Officers…….....Page 10

- President
- Vice President
- Secretary
- Treasurer/Assistant Treasurer
- Assistant Secretaries

J. Additions or Deletions to Agenda

K. Comments from the Public for Items Not on the Agenda

L. Hiring of Consultants/Professionals

1. Consider Appointment of District Manager……Page 11
2. Consider Appointment of District General Counsel…….....Page 18
3. Consider Appointment of Interim District Engineer
4. Consider Appointment of Superintendent of Plant and Operations

M. Policies/Procedures

1. Consider Resolution No. 2026-03 – Designating a Registered Agent and Office……...Page 27
2. Consider Resolution No. 2026-04 – Designating Primary Administrative and Local Records Office……Page 28
3. Consider Resolution No. 2026-05 – Adopting Records Retention Policy……...Page 30
4. Consider Resolution No. 2026-06 – Designating a Public Comment Period……..Page 33
5. Consider Resolution No. 2026-07 – Adopting Legal Defense Policy……Page 36
6. Consider Resolution No. 2026-08 – Authorizing President to Execute Plats, Permits and Conveyances……Page 41
7. Consider Resolution No. 2026-09 – Adopting Alternative Investment Guidelines.....Page 43
8. Consider Resolution No. 2026-10 – Adopting Prompt Payment Policy.....Page 45

9. Consider Resolution No. 2026-11 – Approving Statewide Mutual Aide Agreement.....Page 58
10. Consider Resolution No. 2026-12 – Adopting Travel Reimbursement Policy……...Page 83

N. District Business

1. Present Special Act Forming the District and Quit Claim Deed…….Page 99
2. Consider Authorization for Request for Proposals to Select Continuing Engineers
3. Authorization to Issue RFQ for Auditing Services…….Page 109
4. Designation of Board of Supervisors as Audit Committee
5. Consider Authorization to Obtain General Liability and Public Officers Insurance
6. Consider Resolution No. 2026-13 – Setting the FY 2026/2027 Regular Meeting Schedule and Location…….....Page 113
7. Consider Resolution No. 2026-14 – Setting Public Hearing on the Rules of Procedure….....Page 115
8. Consider Resolution No. 2026-15 – Designating a Qualified Public Depository……...Page 190
9. Consider Resolution No. 2026-16 – Establishing CDD Checking Account Signers……..Page 192
10. Consider Resolution No. 2026-17 – Adopting Internal Control Policy……..Page 193
11. Consider Resolution No. 2026-18 – Adopting Goals and Procedures…….……...Page 199
12. Consider Resolution No. 2026-19 – Authorizing the Disbursement of Funds……Page 202
13. Memorandum to District Manager Regarding E-Verify Requirements
14. Consider Resolution No. 2026-20 – Authorizing Direct Purchase of Materials……Page 204
15. Consider Resolution No. 2026-21 – Approving Proposed FY 2026/2027 Annual Budget and Setting a Public Hearing Date for Final Adoption……..Page 216
16. Consider Resolution No. 2026-22 – Setting Public Hearing for Intent to Use Uniform Method of Collection……..Page 224
17. Consider Resolution No. 2026-23 – Adopting Compensation for Board Members……...Page 225
18. Consider Request Authorization to Prepare Initial Water Control Plan and Public Facilities Report
19. Consider Request Authorization to Bid for Maintenance Work Regarding Superintendent of Plant and Operations Matters

O. Administrative Matters

P. Board Member Comments

Q. Adjourn

Publication Date
2026-10-09

Subcategory
Miscellaneous Notices

NOTICE OF INITIAL LANDOWNERS MEETING AND ELECTION AND
ORGANIZATIONAL MEETING OF THE BOARD OF SUPERVISORS OF
HEADWATERS WATER CONTROL DISTRICT

Notice is hereby given to the public and all landowners within the Headwaters Water Control District (District) located in Indian River County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the Districts Board of Supervisors (Board). Immediately following the landowners meeting there will be convened an organizational meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, the appointment of staff including, but not limited to, manager, attorney, and others as deemed appropriate by the Board, and to conduct any other business that may come before the Board.

DATE/TIME: October 21, 2026 at 10:15 a.m.

PLACE: Indian River County Main Library
History Room Second Floor
1600 21st Street
Vero Beach, FL 32960

Each landowner may vote in person or by written proxy. Instructions on how all landowners may participate in the election, along with sample proxies, are available from the Districts Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Office). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one (1) vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners acreage has been aggregated for purposes of voting. At the landowners meeting the landowners shall select a person to serve as the meeting chair, who shall conduct the meeting.

The landowners meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agendas for these meetings may be obtained from the District Office.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office, at least forty-eight (48) hours before the hearing. 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 Office.

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

District Manager
HEADWATERS WATER CONTROL DISTRICT
Pub: October 2 & 9, 2026
TCN12660718

Ethics Training

Beginning in 2024, District Supervisors are required to complete four (4) hours of ethics training annually. Below are links to two training sessions that will, upon completion, satisfy the training requirement. *Beginning with the 2024 Form 1, District Supervisors will be required to confirm that they have completed the training each year.*

- **State Ethics Laws for Constitutional Officers & Elected Municipal Officers**
  - *https://www.youtube.com/watch?v=U8JktIMKzyI*
- **Public Meetings and Public Records Law**
  - *https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3*

Both links can be found on SDS' website, at www.sdsinc.org/links.

The Florida Association of Special Districts (FASD) also offers a training option through Florida State University's Florida Institute of Government. If your special district is a member of FASD, the cost for this special district-specific ethics training is $49.00 for each district official.

If your special district is NOT a member of FASD, the cost for this special district-specific ethics training is $79.00 for each district official.

Information on the FASD course can be found at https://www.fasd.com/ethics-for-special-districts.

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTIONS 298.11 AND 298.12, FLORIDA STATUTES, AND CHAPTER 2026-224, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District ("District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, being situated entirely within Indian River County, Florida; and

WHEREAS, pursuant to Section 2(3) of Chapter 2026-224, Laws of Florida, and Sections 298.11 and 298.12, Florida Statutes, a meeting of the landowners is required to be held for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on _____, 2026, the minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

Section 1. The following individuals are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

Section 2. In accordance with Section 298.11, Florida Statutes, and Chapter 2026-224, Laws of Florida, and by virtue of the number of votes cast for the Supervisor, the above-named individuals are declared to have been elected for the following term of office:

_____	____ Year Term
_____	____ Year Term
_____	____ Year Term
_____	____ Year Term
_____	____ Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21ST DAY OF October 2026.

HEADWATERS WATER CONTROL DISTRICT

Attest:

Secretary / Assistant Secretary

President, Board of Supervisors

RESOLUTION 2026-02

A RESOLUTION ELECTING THE OFFICERS OF THE HEADWATERS WATER CONTROL DISTRICT, INDIAN RIVER COUNTY, FLORIDA.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, pursuant to Section 298.14, Florida Statutes, the Board of Supervisors of the District (the "Board") desires to elect the Officers of the District, including a President chosen from among its members.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

President	_____
Vice President	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:

HEADWATERS WATER CONTROL DISTRICT

_____
Secretary / Assistant Secretary

_____
President, Board of Supervisors

AGREEMENT FOR SERVICES
MANAGEMENT AND VALIDATION

This Agreement made and entered this ____ day of _____, 2026 between Headwaters Water Control District (hereinafter called the **District**) located in Indian River County, Florida (hereinafter called the **County**) and Special District Services, Inc. (hereinafter called **SDS**).

WHEREAS, the primary objective of this Agreement is for **SDS** to provide management, consulting and bond validation services to the **District** acting as an agent of the District as provided by Chapter 298 Florida Statutes; and

WHEREAS, **District** proposes to engage **SDS** to perform the tasks identified herein; and,

WHEREAS, **District** and **SDS** desire to reduce their Agreement to writing, setting forth the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for services rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I — RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II — MANAGEMENT SERVICES

A. WORK PROGRAM — Management

Task 1. **SDS** will serve as general manager to the **District** and an officer of the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings, preparation and maintenance of mandated **District** website (in accordance with section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision, and day to day management of the operations of the **District** in accordance with the provisions of Chapters 119, 189, 190 and 298, Florida Statutes. Management of the maintenance of **District** facilities or property is not included in this Agreement and is subject to negotiation if required. (see optional **Task 7**.) **District** Board meetings shall be limited to twelve (12) meetings per year, with additional meetings subject to fees mutually agreed to by both parties.

Task 2. **SDS** will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, write all checks and prepare financial reports in accordance with District policies and rules and Florida law.

Task 3. **SDS** will assist the **District** in the selection of professionals, including district counsel, bond counsel, financial advisor and underwriter, or, if directed by the **District**, **SDS**, as an officer and general manager of the **District** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

Task 4. **SDS**, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future.

Task 5. **SDS** will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District.**

Task 6. **SDS** will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District.** Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of **SDS** will be available to testify as an expert witness at any bond validation or other legal proceedings.

Task 7. **SDS**, if requested, will provide an onsite **SDS** employee to manage the maintenance of **District** facilities and property.

Task 8. **SDS** will provide such other services as mutually agreed to by the parties.

B. WORK PROGRAM - VALIDATION

Task 1. **SDS** will assist **District's** counsel, bond counsel, financial advisor and underwriter in reviewing the Engineers Report that is required for Validation.

Task 2. **SDS**, upon the request of the **District**, will prepare the Special Assessment Methodology Report that is required for Validation.

Task 3. **SDS**, upon the request of the **District**, will assist Bond Counsel and District Counsel in preparing for Validation.

Task 4. **SDS**, if requested, will serve as an expert witness for the Validation hearing.

Upon the completion of the Special Assessment Methodology Report and delivery to the Board of Supervisors of the **District**, payment to **SDS** for Section III is due and payable. **SDS** will perform Tasks 3 and 4 of Section III at no additional cost.

SECTION III — COMPENSATION

A. MANAGEMENT SERVICES

Task 1-4. $42,000 per year, payable in twelve (12) equal monthly payments of $3,500. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI) capped at 3% in any one year. The fee for establishing and maintaining the **District** website shall be $3,000 annually, payable monthly.

Task 5. $500 per year payable upon the submittal of the final Annual Assessment Roll to the **County.**

Task 6. The fee for assisting the **District** in preparing and consummating a bond issue shall be a flat fee of $20,000 per bond issue.

Task 7. The fee for providing an onsite **SDS** employee to manage the maintenance of **District** facilities and property shall be $140,000 annually, payable in twelve (12) equal monthly payments of $11,667. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI) capped at 3% in any one year.

Task 8. This fee will be mutually agreed to by the parties prior to commencement.

B. VALIDATION SERVICES

Task 1. There is no charge for Task 1.

Task 2. Upon the completion of the Master Special Assessment Methodology Report and delivery to the Board of Supervisors **SDS** shall be paid the amount of $15,000. For each Supplemental Special Assessment Methodology Report, the **SDS** fee shall be $10,000.

Task 3. There is no charge for Task 3.

Task 4. There is no charge for Task 4.

In addition, for its services as general manager to the **District**, **SDS** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e., photocopies, postage, long distance telephone calls, mileage, etc.). **SDS** will submit monthly invoices to **District** for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Task 8, shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the **District** such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions will be performed by others and are not a part of this agreement.

SECTION V — DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by **SDS** under this Agreement shall be the property of the **District,** upon payment in full of all fees and costs set forth above.

SECTION VI - TERM OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice given sixty (60) days in advance of the intent to cancel. If termination is by the District and not for cause, District will pay SDS through the end of the sixty (60) day termination notice period, plus an additional thirty (30) days, for management fees as stated for Tasks 1-4 of Section IV, in addition to any other fees or costs due hereunder.

If termination is by the District and for cause, this Agreement will terminate immediately without advance written notice. "For cause" termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement.

SECTION VII —AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION VIII – INDEMNIFICATION

SDS will defend, indemnify, hold harmless the District and its supervisors, officers, staff and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the District may hereafter incur, become responsible for, or be caused to pay out, arising out of or relating to, in whole or in part by, SDS's failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of SDS. SDS's payment obligations under this provision is limited to SDS's apportionment of liability. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after SDS has ceased to be engaged under this Agreement.

SECTION IX – COMPLIANCE WITH GOVERNMENTAL REGULATIONS

In performing its obligations under this Agreement, SDS shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If SDS fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of SDS or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirement applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION X – COMPLIANCE WITH PUBLIC RECORDS LAWS

SDS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, SDS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. SDS acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the SDS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if SDS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in SDS' s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the SDS, the SDS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SDS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

SECTION XI- LIMITS OF LIABILITY

Nothing contained herein shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit

of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION XII - SEVERABILITY

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

SECTION XIII - MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Indian River County, Florida.

The **District** acknowledges that **SDS** is an officer and general manager of the **District** and is not an attorney and may not render legal advice or opinions, or a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

HEADWATERS WATER CONTROL DISTRICT	**SPECIAL DISTRICT SERVICES, INC.**
By: _____	By: _____
_____	Todd Wodraska, President
Printed Name and Title Date	Printed Name and Title Date

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with Headwaters Water Control District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: Special District Services, Inc.

NAME: Todd Wodraska

TITLE: President

SIGNATURE: _____

DATE: 10/14, 2026

STATE OF FLORIDA
COUNTY OF Palm Beach

SWORN TO (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 14TH day of October 2026, by Todd Wodraska in his/her capacity as President for Special District Services, Inc. (name of Nongovernmental Entity).

_____
NOTARY PUBLIC

X Personally Known OR
_____ Produced Identification

_____
Type of Identification Produced

PATRICIA LAS CASAS
Notary Public - State of Florida
Commission # HH 815840
My Comm. Expires Jun 21, 2030

Reply To: West Palm Beach

September 9, 2026

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

Headwaters Water Control District
Board of Supervisors
109 N. Willow Street
Fellsmere, FL 32948

RE: Legal Representation of Headwaters Water Control District

Dear Mr. Mathes:

On behalf of the law firm of Lewis, Longman & Walker, P.A. ("LLW"), I sincerely thank you for the opportunity to represent you on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement ("Agreement.") The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that you would like me to consider.

1. Client. Unless and until agreed by all parties in writing, LLW's only client in this matter is Headwaters Water Control District whose primary address is 109 N. Willow Street, Fellsmere, FL 32948 (hereafter "you").

2. Services. LLW will provide advice and representation as general counsel and agent to the Headwaters Water Control District.

Any additional matters that you may ask us to undertake must be covered by separate Engagement Agreements and will require additional conflict checks.

3. Representation of Other Clients. It is possible that our attorneys may undertake the representation of clients in the future on other matters that may involve or be located within

Headwaters Water Control District. During this representation, neither I nor any attorney who may perform work for the Headwaters Water Control District will be involved in any such matters, and LLW's representation of clients in such matters will not limit the exercise of my independent professional judgment, or that of any other attorney who may work on matters, with respect to the matters we will be handling for you. Accordingly, Headwaters Water Control District agrees that it will not seek to disqualify LLW with respect to their interests within the Headwaters Water Control District, or other firm clients in matters that may involve or come before the Headwaters Water Control District. We will notify the Headwaters Water Control District if a potential conflict should arise with respect to our firm's representation.

LLW also engages in legislative lobbying efforts on behalf of numerous public and private clients, individuals, corporations, local governments, and industry associations. Further, it is understood that the political process inherently produces differences of political opinion. Such political differences may not amount to a conflict of interest under the Rules of the Florida Bar, but we recognize that the Headwaters Water Control District reserves the right to terminate our services at any time.

4. Professional Fees. I will be the shareholder in charge of this matter, and I will be primarily responsible for providing and supervising the legal services required. My hourly rate is $455.00. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. The hourly rate for attorneys ranges from $305.00 to $430.00 per hour. The hourly rate for paralegals/law clerks is $260.00 per hour. These rates will be in effect through December 2026 and are subject to change in January of each subsequent year. If rates are changed you will be notified.

5. Communication and Cooperation. For us to serve as your counsel, it is essential that we can contact you, and that you respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel be made available to meet with us in relation to representing you in this matter. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer, and we may feel constrained to withdraw from any further work.

Greg Nelson has been identified as the client contact for this matter. I can be reached by telephone at (561) 640-0820 or by e-mail at sbehn@llw-law.com. I endeavor to return all telephone calls or e-mails within 24 hours during the business week, however if you are ever unable to reach me, please contact my assistant Stef Lambrisca by telephone at (561) 640-0820 or by e-mail at slambrisca@llw-law.com.

6. Costs. LLW will charge you for direct costs incurred on your behalf for this representation. We may advance these costs and seek reimbursement in our billings, or we may, at our discretion, require you to deposit these costs with us before the costs are incurred.

7. Billing and Payment. We will bill you monthly for professional services rendered and expenses incurred in connection with this matter. It is difficult to keep exact time records for relatively brief services rendered during the Firm's representation such as telephone calls or reviewing incoming and brief correspondence. Experience indicates no matter how brief the telephone call or short the correspondence, the Firm's involvement requires a minimum of one tenth of an hour or more due to the interruptive nature of the services. Accordingly, you will be billed in tenth of an hour increments rounded up to the nearest increment, with a minimum entry for the task of one tenth of an hour. You agree to pay the amount of each invoice in full within forty-five (45) days of the billing date. We will send invoices to you by email. Please use the space provided at the end of this Agreement to identify any additional contacts for billing purposes including their email addresses. If you would like invoices directed to multiple individuals, please provide the contact information for each person. For the convenience of our clients, LLW also accepts payment for invoices by credit card and eCheck via our secure online portal or you can contact our Accounting Team directly to make payments. Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If you have any questions about the invoice or if you dispute any items or any invoice, you agree to notify me in writing within fifteen (15) days of the billing date of your question or concern. If no issues are raised within this period, the firm will assume you do not have any dispute with the invoice. Any amount of fees and costs due remaining unpaid for more than seventy-five (75) days from the date of billing may bear interest at the rate of one (1%) per month on the unpaid balance, compounded monthly, until paid." See §218.74(4), Florida Statutes.

8. Court Awarded Fees. In litigation matters, the court may order your adversary to pay part, or all of the fees and out-of-pocket costs expended on your behalf in the matter. The court's award of fees and/or costs does not set or limit the actual fees and costs incurred by you for our representation, nor does it limit your liability to LLW for payment of all fees and costs. Any fees and costs received by LLW on your behalf from an award by the court shall be credited toward your account. However, you remain liable for all fees and costs incurred above and beyond the amount awarded by the court.

9. Default. If you fail to abide by the terms of this Agreement, you will be considered in default of this Agreement, and we may terminate our representation. In the event any suit or action is brought to enforce the provisions of this Agreement in any arbitration, or administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.

10. Public Records. LLW will keep and maintain public records required by you to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render LLW a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request by your custodian of public records, as identified in the next section, LLW will provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to you in writing. If you have a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by you. If you do not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW's actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to you.

Upon completion of the representation, LLW shall transfer, at no cost to you, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to you in a format that is compatible with your information technology systems. If you desire the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate for the records conversion upon request and provide the converted records to you upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to you.

If you receive a public records request for materials the record copies of which are maintained by LLW, you shall immediately notify LLW of the request in writing. LLW will provide the records to you or allow the records to be inspected or copied within a reasonable time, as directed by

you. If you desire for LLW to review the records for responsiveness and/or exemption/privilege, you shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If you seek for LLW to "certify" a public record, you should provide LLW with direction on the desired format of such certification along with the records request.

11. **IF LLW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LLW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LLW WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

_____
Telephone Number

_____
E-mail Address

_____
Mailing Address

12. Termination of Representation. You may terminate the attorney-client relationship at any time and for any reason. Such a termination does not, however, absolve you of the responsibility to pay for legal fees, costs, and expenses incurred prior to our receipt of notice of termination, or incurred after notice but reasonably necessary to protect your interests. To the extent permitted by the Rules Regulating the Florida Bar and any other applicable rules of professional conduct, we also reserve the right to terminate the attorney-client relationship at any time. Similarly, and again to the extent permitted by the applicable rules of professional conduct, you will remain liable for services or costs and disbursements incurred prior to our decision to withdraw or incurred after notice but reasonably necessary to protect your interests. Upon conclusion of our representation of you for any reason, the firm will confirm the end of our representation with you in writing.

13. Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be in Palm Beach County, Florida and the parties hereby waive their right to a jury trial.

14. E-Verify. LLW warrants for itself and its subcontractors that LLW and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. LLW agrees and acknowledges that you are a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. Notwithstanding any other provisions

in this Agreement, if the Headwaters Water Control District has a good faith belief that LLW has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Headwaters Water Control District shall terminate the Agreement. If the Headwaters Water Control District that has good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Headwaters Water Control District shall promptly notify LLW and order LLW to immediately terminate the contract with the subcontractor. LLW agrees to be liable for any additional costs incurred by the Headwaters Water Control District as a result of the termination of a contract based on LLW's failure to comply with E-Verify requirements referenced herein.

15. Binding and Entire Agreement. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We sincerely thank you for choosing LLW to assist you in this most important matter. If you agree with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement. Please return the original agreement to me via email or the carrier of your choice and retain a copy for your records. On behalf of LLW, I look forward to assisting you in this matter.

Sincerely,



Seth C. Behn, Shareholder
Lewis, Longman & Walker, P.A.

ACCEPTED BY:

HEADWATERS WATER CONTROL DISTRICT

_____
[SIGNATURE]

_____
[PRINT NAME]

_____
[TITLE]

_____
[DATE]

_____
[EMAIL ADDRESS]

_____
[WORK TELEPHONE NUMBER]

_____
[CELL PHONE NUMBER]

BILLING CONTACT:

_____
[PRINTED NAME]

_____
[EMAIL ADDRESS]

_____
[WORK TELEPHONE NUMBER]

_____
[CELL PHONE NUMBER]

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Seth C. Behn, as Shareholder on behalf of Lewis, Longman,& Walker, P.A. ("LLW") under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. LLW does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, LLW does not engage in any of the following actions in connection with providing labor or services:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

By: _____

Print Name: Seth C. Behn

Title: Shareholder

Date 9/1/2026

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 8 day of SEPTEMBER, 2026 on behalf of Lewis, Longman & Walker, P.A. by Seth C. Behn its Shareholder. He/she is personally known to me or has produced _____ as identification and did (✓) did not ( ) take an oath.

[Seal]

ESTEFANIA ALBA LAMBRISCA
Notary Public - State of Florida
Commission # HH 787016
My Comm. Expires May 21, 2030
Bonded through National Notary Assn.

NOTARY PUBLIC

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HEADWATERS WATER CONTROL DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, being situated entirely within Indian River County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes.*

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. _____ is hereby designated as the Registered Agent for the Headwaters Water Control District.

SECTION 2. The District's Registered Office shall be located at _____.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Indian River County and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:

_____
Secretary/Assistant Secretary

HEADWATERS WATER CONTROL DISTRICT

_____
President/Vice President, Board of Supervisors

RESOLUTION 2026-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, being situated entirely within Indian River County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District desires to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 298.15, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The District's primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located in Indian River County, Florida.

SECTION 3. The District's local records office shall be located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

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

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:

_____
Secretary/Assistant Secretary

HEADWATERS WATER CONTROL DISTRICT

_____
President/Vice President, Board of Supervisors

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District ("District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Section 298.22(8), Florida Statutes, authorizes the District to adopt resolutions and policies to implement the purposes of Chapter 298, Florida Statutes; and

WHEREAS, Section 1.2(2) of the District's Proposed Rules of Procedure appoints the Secretary of the District as the District's records custodian; and

WHEREAS, Section 257.36(5), Florida Statutes, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
B. coordinate the District's records inventory; and
C. maintain records retention and disposition forms; and
D. coordinate District records management training; and
E. develop records management procedures consistent with the below Records Retention Policy, as amended; and
F. participate in the development of the District's development of electronic record keeping systems; and
G. submit annual compliance statements; and
H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
I. such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. The District hereby determines the electronic record shall be considered the official record of all public records relating to District business and any paper originals are designated as duplicates which may be disposed of unless prohibited by any law, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention

Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST: **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary President/Vice President, Board of Supervisors

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Section 298.22(8), Florida Statutes, authorizes the District to adopt resolutions and policies to implement the purposes of Chapter 298, Florida Statutes; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a policy ("Public Comment Policy") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's President, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one (1) period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

A. An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

B. Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of

personal or general concern during the Public Comment Period provided after the conclusion of the District's business items.

C. Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

A. Each person addressing the Board shall proceed to the place assigned for speaking and should state his or her name and address in an audible tone of voice for the public record.

B. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

D. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

i. The Presiding Officer may declare a recess;
ii. The Presiding Officer may contact the local law enforcement authority; or
iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST**:** **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary Supervisors

President/Vice President, Board of

RESOLUTION 2026-07

A RESOLUTION SETTING FORTH THE POLICY OF THE HEADWATERS WATER CONTROL DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS AND STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") and the officers and staff of the Headwaters Water Control District ("District") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "Indemnitees") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

A. All members of the Board of Supervisors; and

B. Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of

rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

SECTION 5. In the event that the District has expended funds to provide an attorney to defend a Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph,

provided, however, that the District determines such compromise or settlement to be in the District's best interest.

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

A. The actions of the Indemnitee were outside the scope of his or her duties and authority; or

B. The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or

C. The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

SECTION 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

A. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District President, Vice President, District Manager or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and

B. The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

SECTION 9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

A. Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and

B. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and

C. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

D. Claims brought against the Indemnitee by the District's Board of Supervisors; and

E. Any indemnification or defense prohibited by law.

SECTION 10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

A. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or

B. Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:

i. Approve, in advance, any agreement for legal fees or disbursements; and

ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and

iii. Direct the defense and settle or compromise the action or claim; and

iv. Reduce or offset any monies that may be payable by the District by any court costs or attorney's fees awarded to the Indemnitee.

SECTION 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

SECTION 13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

SECTION 14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:	**HEADWATERS WATER CONTROL DISTRICT**
_____	_____
Secretary/Assistant Secretary	President/Vice President

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT GRANTING THE PRESIDENT AND VICE PRESIDENT THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District (the "**District**") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Section 298.22, Florida Statutes, authorizes the District to construct, operate, and maintain works and facilities of the District and to acquire, convey, and transfer real and personal property; and

WHEREAS, the District intends to adopt a report of its District Engineer "**Engineer's Report**," which sets forth the the District's water control planscope of the District's water control plan adopted pursuant to Section 298.225, Florida Statutes, and the improvements which are to be constructed therewith (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements (the "**Permits and Conveyances**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the President and Vice President to approve and execute the Permits and Conveyances necessary to finalize the development of the District's water control plan (the "**Conveyance Authority**"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's water control plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the President and Vice President the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. DELEGATION OF AUTHORITY. The President and Vice President of the District's Board of Supervisors are hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The President, Vice President, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the President or Vice President. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST**:** **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary President/Vice President, Board of Supervisors

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*; PROVIDING AUTHORIZATION FOR INVESTMENT DECISIONS; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") of the Headwaters Water Control District (the "District") is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

WHEREAS, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

1. **RECITALS.** The foregoing recitals are hereby adopted as part of this Resolution.

2. **ADOPTION OF ALTERNATIVE INVESTMENT GUIDELINES.** The Board hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates, as follows:

   a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
   b. Securities and Exchange Commission registered money market funds with the highest quality rating from nationally recognized rating agency.
   c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
   d. Direct obligations of the U.S. Treasury.

3. **AUTHORIZATION FOR INVESTMENT DECISIONS.** In the District Manager's discretion, the District's retained financial advisor shall present all investment decisions directly to the District's Board, or, alternatively, to the District Manager, who shall communicate those decisions to the Board. The Board shall approve all investment decisions. Alternatively, the Board authorizes the President or Vice President, in the President's absence, or Secretary, in the absence of the President or Vice President, to provide direction to the District Manager and/or District Trustee for investment decisions relating to the District's operating funds

or bond funds, respectively. The District Manager shall bring any such investment decisions made without a meeting of the Board to the Board's attention at the next scheduled meeting of the Board.

4. **CONFLICTS**. All District resolutions or parts thereof in conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

5. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:

HEADWATERS WATER CONTROL DISTRICT

_____
Secretary / Assistant Secretary

_____
President, Board of Supervisors

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District ("**District**") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("**Board**") accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

1. POLICY. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

2. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

3. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST**:** **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary

President/Vice President, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

HEADWATERS WATER CONTROL DISTRICT

Prompt Payment Policies and Procedures
In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, Florida Statutes

October 21, 2026

Headwaters Water Control District

Prompt Payment Policies and Procedures

Table of Contents

I. Purpose 1

II. Scope 1

III. Definitions 1
- A. Agent 1
- B. Construction Services 1
- C. Contractor or Provider of Construction Services 1
- D. Date Stamped 1
- E. Improper Invoice 2
- F. Improper Payment Request 2
- G. Non-Construction Goods and Services 2
- H. Proper Invoice 2
- I. Proper Payment Request 2
- J. Provider 2
- K. Purchase 2
- L. Vendor 2

IV. Proper Invoice/Payment Request Requirements 3
- A. General 3
- B. Sales Tax 3
- C. Federal Identification and Social Security Numbers 3
- D. Proper Invoice for Non-Construction Goods and Services 3
- E. Proper Payment Request Requirements for Construction Services 4

V. Submission of Invoices and Payment Requests 4

VI. Calculation of Payment Due Date 5
- A. Non-Construction Goods and Services Invoices 5
- B. Payment Requests for Construction Services 6

VII. Resolution of Disputes 7
- A. Dispute Between the District and a Provider 7
- B. Dispute Resolution Procedures 7

VIII. Purchases Involving Federal Funds or Bond Funds 8

IX. Requirements for Construction Services Contracts – Project Completion; Retainage 8

X. Late Payment Interest Charges 8
- A. Related to Non-Construction Goods and Services 9
- B. Related to Construction Services 9
- C. Report of Interest 9

I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the Headwaters Water Control District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice
An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General
Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and

inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 630-4922, email bsakuma@sdsinc.org, Fax _____.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
    a. A complete item description
    b. Quantity purchased
    c. Unit price(s)
    d. Total price (for each item)
    e. Total amount of invoice (all items)
    f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices

involving the purchase of services should also contain:

a. Itemized description of services performed
b. The location and date of delivery of the services to the District
c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
d. Itemization of other direct, reimbursable costs (including description and amount)
e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    ii. Paid receipt
    iii. Waiver/lien release from subcontractor (if applicable)

9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: mail is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Headwaters Water Control District
c/o Special District Services
2501A Burns Road
Palm Beach Gardens, Florida 33410

2. Email Address

bsakuma@sdsinc.org

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required**,** the time when payment is due from the District is forty-five (45) days from the latest date of the following:

a. On which delivery of personal property is fully accepted by the District;
b. On which services are completed and accepted by the District;
c. On which the contracted rental period begins (if applicable); or
d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. If the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In

addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars ($10,000).

6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the President of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74(4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds $250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT, INDIAN RIVER COUNTY, STATE OF FLORIDA, 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, on October 21, 2026, the Board of Supervisors of the Headwaters Water Control District desired 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 Division of Emergency Management requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Rule 27P-19, Florida Administrative Code, 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 THE HEADWATERS WATER CONTROL DISTRICT THAT:

Section 1: The foregoing **"WHEREAS"** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

Section 2: That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED by the Board of Supervisors of the Headwaters Water Control District this 21st day of October, 2026.

ATTEST:

Secretary / Assistant Secretary

HEADWATERS WATER CONTROL DISTRICT

President, Board of Supervisors

Exhibit A: Statewide Mutual Aid Agreement

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is 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.

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 often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, 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 in case of emergencies too extensive to be dealt with unassisted, and through such agreements 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.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

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

ARTICLE I: 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").

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

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party 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 to their place of origin.

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

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*.

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***,** 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*.

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

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.

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.

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

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

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

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party 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.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties 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.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the 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;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

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

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

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each 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 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 without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] 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

A. A description of the personnel, equipment, supplies, 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;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the 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;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

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.

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.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive 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 immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

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);

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 a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration 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.

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 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.

ARTICLE VIII: COST 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, 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.

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

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

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. Upon reasonable notice, the Assisting Party shall make its records available 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

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 be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

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.

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.

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.

ARTICLE X: 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. 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.

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

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.

D. Any communication to the Division under this Agreement shall be sent 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.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS 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, responsibilities, and obligations of that Participating Party under 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 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 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,

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. 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 the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

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 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.

ARTICLE XII: 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.

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 Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement 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: 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 Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney

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 CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

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

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY 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

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

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: _____

Approved as to Form:

By: _____

Attorney for District

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:

BOARD OF TRUSTEES
OF_____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

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:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

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

_____

HEADWATERS
WATER CONTROL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

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 it 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: _____

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

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District (the "**District**") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Section 298.22(8), Florida Statutes, authorizes the District to adopt resolutions and policies to implement the purposes of Chapter 298, Florida Statutes; and

WHEREAS, Section 112.061(14), *Florida Statutes*, authorizes the District to establish travel reimbursement rates, procedures and limitations applicable to all District board members, employees, and authorized persons whose travel is authorized and paid for by the District; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses attached as **Exhibit A** (the "**Travel Reimbursement Policy**") pursuant to the provisions of Section 112.061(14), *Florida Statutes*; and

WHEREAS, the District finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A.**

SECTION 2. If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October 2026.

ATTEST**:**	**HEADWATERS WATER CONTROL DISTRICT**
_____	_____
Secretary/Assistant Secretary	President/Vice President, Board of Supervisors
Exhibit A:	Travel Reimbursement Policy

EXHIBIT A

HEADWATERS WATER CONTROL DISTRICT
POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

1.1 The usual, ordinary, and incidental travel expenditures necessarily incurred by the District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Headwaters Water Control District (the "**District**").

1.2 Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.

1.3 All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

2.1 All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.

2.2 Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.

2.3 When available without penalty for cancellation, travelers should take advantage of discount fares.

2.4 Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.

2.5 Rental car expenses shall be substantiated by a copy of the rental agreement.

2.6 Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance based on the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, the District shall, without further action, be permitted to reimburse travelers at the increased rate.

2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.

2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.

3.2 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

CHAPTER 2026-224

Committee Substitute for
Committee Substitute for House Bill No. 4095

An act relating to the Headwaters Water Control District, Indian River County; creating the Headwaters Water Control District as a public corporation; providing the district's charter; providing status and boundaries; providing minimum charter requirements; providing for maintenance and use of certain canals; providing requirements for charter amendments; providing applicability of specified laws to the district; providing severability; providing a contingent effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Status and boundaries of Headwaters Water Control District. The Headwaters Water Control District is hereby declared to be an independent water control district and a public corporation of the state pursuant to chapters 189 and 298, Florida Statutes, and the lands lying within the area described as follows in Indian River County shall hereby constitute the Headwaters Water Control District:

ALL THAT PART OF THE LANDS SITUATED AND BEING IN PART OF THE UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST; UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST; UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST; AND UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST; INDIAN RIVER COUNTY, FLORIDA, EMBRACED WITHIN THE FOLLOWING BOUNDARY LINES:
BEGIN AT THE NORTHEAST CORNER OF TRACT 123 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA; SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 24 AS SHOWN ON SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AND ON THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;
THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, APPROXIMATELY 2.56 MILES TO THE INTERSECTION WITH A LINE

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

BEING 200 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINE OF TRACT 1123 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;
THENCE RUN WESTERLY ALONG SAID 200 FOOT PARALLEL LINE APPROXIMATELY 0.26 MILES, ACROSS SAID TRACT 1123, TO THE EAST LINE OF TRACT 1122 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF SAID TRACT 1122 APPROXIMATELY 0.20 MILES TO THE SOUTH LINE OF SAID TRACT 1122 OF "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN WESTERLY APPROXIMATELY 2.06 MILES, ALONG THE SOUTH LINES OF TRACTS 1122, 1121, 1120, ACROSS A 30 FEET WIDE ROAD RIGHT OF WAY, AND ALONG THE SOUTH LINES OF TRACTS 1119, 1118, 1117, 1116, AND ACROSS A 60 FEET WIDE ROAD RIGHT OF WAY, AND ALONG THE SOUTH LINE OF TRACT 1115 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" TO THE WEST LINE OF SAID TRACT 1115;
THENCE RUN NORTHERLY, ALONG SAID WEST LINE OF TRACT 1115, APPROXIMATELY 0.20 MILES TO THE INTERSECTION WITH A LINE BEING 200 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINES OF TRACTS 1114, 1113, 1112, 1111, 1110, 1109, 1108, 1107, 1106, 1105, 1104, 1103, 1102, 1101, 1100 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST";
THENCE RUN WESTERLY, ALONG SAID 200 FOOT PARALLEL LINE, APPROXIMATELY 3.68 MILES, ACROSS PARK LATERAL CANAL (92.25 FOOT WIDE RIGHT OF WAY), TRACTS 1114, 1113, 1112, A 30 FEET WIDE ROAD RIGHT OF WAY, TRACTS 1111, 1110, 1109, 1108, LATERAL "U" CANAL (156 FOOT WIDE RIGHT OF WAY), TRACTS 1107, 1106, 1105, 1104, A 30 FEET WIDE ROAD RIGHT OF WAY, TRACTS 1103, 1102, 1101, 1100 AND A PORTION OF LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST", TO THE WESTERLY LIMITS OF SAID PLAT;
THENCE CONTINUE WESTERLY ALONG A LINE BEING 200 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINE OF TRACT 1122 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH,

RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA, APPROXIMATELY 0.06 MILES, ACROSS REMAINING SAID LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) AND ACROSS SAID TRACT 1122 ,TO THE INTERSECTION WITH A LINE BEING 210 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 1122, AND TRACTS 1022, AND 922 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 210 FOOT PARALLEL LINE, APPROXIMATELY 0.55 MILES, ACROSS TRACT 1122, "DITCH AND ROAD 34", TRACT 1022, "DITCH AND ROAD 33", TRACT 922, AND "DITCH AND ROAD 32" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 32";
THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 32", APPROXIMATELY 0.04 MILES, TO THE INTERSECTION WITH A LINE BEING 430 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACTS 822, AND 722 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 430 FOOT PARALLEL LINE, APPROXIMATELY 0.50 MILES, ACROSS SAID TRACT 822, "DITCH AND ROAD 31", SAID TRACT 722, AND "DITCH AND ROAD 30" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 30";
THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 30", APPROXIMATELY 0.12 MILES, TO THE INTERSECTION WITH A LINE BEING 1040 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACT 622 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 1040 FOOT PARALLEL LINE, APPROXIMATELY 0.21 MILES, ACROSS SAID TRACT 622 TO THE INTERSECTION WITH A LINE BEING 150 FEET SOUTH OF, NORMAL TO, AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 622 AND THE NORTH LINE OF TRACTS 621 AND 620 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN WESTERLY ALONG SAID 150 FOOT PARALLEL LINE, APPROXIMATELY 0.44 MILES, ACROSS SAID TRACTS 622, 621 AND 620 TO THE INTERSECTION WITH A LINE BEING 640 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST

LINE OF SAID TRACT 620 AND THE EAST LINE OF TRACT 520 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 640 FOOT PARALLEL LINE, APPROXIMATELY 0.25 MILES, ACROSS SAID TRACT 620, "DITCH AND ROAD 29", AND TRACT 520 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE INTERSECTION WITH A LINE BEING 135 FEET SOUTH OF, NORMAL TO, AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 520 AND TRACT 519 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN WESTERLY ALONG SAID 135 FOOT PARALLEL LINE, APPROXIMATELY 0.40 MILES, ACROSS SAID TRACT 520 AND TRACT 519 AND ALSO ACROSS A 50 FEET WIDE ROAD RIGHT OF WAY OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE WEST LINE OF SAID 50 FEET WIDE ROAD RIGHT OF WAY;
THENCE RUN NORTHERLY ALONG SAID WEST LINE OF A 50 FEET WIDE ROAD RIGHT OF WAY, APPROXIMATELY 0.04 MILES TO THE NORTH LINE OF "DITCH AND ROAD 28" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN WESTERLY ALONG SAID NORTH LINE OF "DITCH AND ROAD 28", APPROXIMATELY 0.12 MILES, TO THE INTERSECTION WITH A LINE BEING 635 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACTS 418 AND 318 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 635 FOOT PARALLEL LINE, APPROXIMATELY 0.49 MILES, ACROSS SAID TRACT 418, AND ALSO ACROSS "DITCH AND ROAD 27" AND TRACT 318 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 26" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN WESTERLY ALONG SAID SOUTH LINE OF "DITCH AND ROAD 26", APPROXIMATELY 0.22 MILES TO THE INTERSECTION WITH A LINE BEING 435 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACT 217 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 435 FOOT PARALLEL LINE, APPROXIMATELY 0.25 MILES, ACROSS SAID "DITCH AND ROAD 26" AND TRACT 217 TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 25" OF SAID "PLAT OF FELLSMERE FARMS

COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN WESTERLY ALONG SAID SOUTH LINE OF "DITCH AND ROAD 25", APPROXIMATELY 0.05 MILES TO THE INTERSECTION WITH A LINE BEING 695 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACT 117 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";
THENCE RUN NORTHERLY ALONG SAID 695 FOOT PARALLEL LINE, APPROXIMATELY 0.26 MILES, ACROSS SAID TRACT 117 AND ALSO ACROSS THE SOUTH ONE-HALF OF THE RIGHT OF WAY OF "DITCH AND ROAD 24" (60 FOOT WIDE RIGHT OF WAY) TO THE NORTHERLY LIMITS OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA, SAID NORTHERLY LIMITS ALSO BEING THE SOUTHERLY LIMITS OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 9 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;
THENCE CONTINUE NORTHERLY ALONG SAID 695 FOOT PARALLEL LINE; SAID 695 FOOT PARALLEL LINE ALSO BEING 695 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINES OF TRACTS 2417, 2317, 2217, 2117, AND 2017 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 1.16 MILES, ACROSS THE NORTH ONE-HALF RIGHT OF WAY OF "DITCH AND ROAD 24" (60 FOOT WIDE RIGHT OF WAY), TRACT 2417, "DITCH AND ROAD 23", TRACT 2317, "DITCH AND ROAD 22", TRACT 2217, "DITCH AND ROAD 21", TRACT 2117, "DITCH AND ROAD 20", AND TRACT 2017 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" TO THE INTERSECTION WITH A LINE BEING 1,000 FEET NORTH OF, NORMAL TO, AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 2017 AND TRACT 2018 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST";
THENCE RUN EASTERLY ALONG SAID 1,000 FOOT PARALLEL LINE, APPROXIMATELY 0.29 MILES, ACROSS SAID TRACTS 2017 AND 2018 TO THE INTERSECTION WITH A LINE BEING 530 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 2018;

THENCE RUN NORTHERLY ALONG SAID 530 FOOT PARALLEL LINE, APPROXIMATELY 0.05 MILES, ACROSS SAID TRACT 2018 TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 19" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 19", APPROXIMATELY 0.02 MILES TO THE INTERSECTION WITH A LINE BEING 425 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 2018 AND ALSO TRACTS 1918, 1818, 1718, AND 1618 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN NORTHERLY ALONG SAID 425 FOOT PARALLEL LINE, APPROXIMATELY 0.83 MILES, ACROSS "DITCH AND ROAD 19", TRACT 1918, "DITCH AND ROAD 18", TRACT 1818, "DITCH AND ROAD 17", TRACT 1718, "DITCH AND ROAD 16", AND TRACT 1618, OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST" TO THE INTERSECTION WITH A LINE BEING 315 FEET NORTH OF, NORMAL TO AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 1618 AND TRACTS 1619, 1620, 1621 AND 1622 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST", SAID LINE ALSO BEING 215 FEET NORTH OF, NORMAL TO AND PARALLEL WITH THE SOUTH LINE OF TRACTS 1600, 1692, 1691, 1690, 1689, 1688 AND 1687 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;
THENCE RUN EASTERLY ALONG SAID 315 AND 215 FOOT PARALLEL LINE, APPROXIMATELY 1.96 MILES, ACROSS SAID TRACT 1618, A 50 FEET WIDE ROAD RIGHT OF WAY, SAID TRACT 1619, 1620, 1621, 1622, AND LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST" AND ALSO ACROSS TRACTS 1600, 1692, 1691, 1690, 1689, 1688 AND 1687 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" TO THE INTERSECTION WITH A LINE BEING 105 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 1687;
THENCE RUN NORTHERLY ALONG SAID 105 FOOT PARALLEL LINE, APPROXIMATELY 0.08 MILES, ACROSS SAID TRACT 1687 TO THE NORTH LINE OF SAID TRACT 1687;

THENCE RUN EASTERLY ALONG SAID NORTH LINE OF TRACT 1687 AND THE NORTH LINE OF TRACT 1686 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH", RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 0.04 MILES, TO THE INTERSECTION WITH A LINE BEING 550 FEET WEST OF, NORMAL TO AND PARALLEL WITH THE EAST LINES OF TRACTS 1607, 1586, 1507, 1486, 1407, 1386, 1307, 1286, 1207, 1186, 1107, 1086, 1007, 986, 907, 886, 807, 786, 707, 686, 607, 586, 507, 486 AND 407 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG SAID 550 FOOT PARALLEL LINE, APPROXIMATELY 3.12 MILES, ACROSS TRACT 1607, "DITCH AND ROAD 15", TRACTS 1586 AND 1507, "DITCH AND ROAD 14", TRACTS 1486 AND 1407, SOUTH "DITCH AND ROAD 13", FELLSMERE RAILROAD (100 FOOT WIDE RIGHT OF WAY), NORTH "DITCH AND ROAD 13", TRACTS 1386 AND 1307, "DITCH AND ROAD 12", TRACTS 1286 AND 1207, "DITCH AND ROAD 11", TRACTS 1186 AND 1107, "DITCH AND ROAD 10", TRACTS 1086 AND 1007, "DITCH AND ROAD 9", TRACTS 986 AND 907, "DITCH AND ROAD 8", TRACTS 886 AND 807, "DITCH AND ROAD 7", TRACTS 786 AND 707, "DITCH AND ROAD 6", TRACTS 686 AND 607, "DITCH AND ROAD 5", TRACTS 586 AND 507, "DITCH AND ROAD 4", TRACTS 486 AND 407 TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 3" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH", RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 3", APPROXIMATELY 0.06 MILES TO THE INTERSECTION WITH A LINE BEING 165 FEET WEST OF, NORMAL TO AND PARALLEL WITH THE EAST LINE OF TRACT 384 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH", RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG SAID 165 FOOT PARALLEL LINE, APPROXIMATELY 0.13 MILES TO THE NORTH LINE OF SAID TRACT 384;

THENCE RUN WESTERLY ALONG SAID NORTH LINE OF TRACT 384, APPROXIMATELY 0.10 MILES TO THE NORTHWEST CORNER OF SAID TRACT 384, ALSO BEING THE SOUTHWEST CORNER OF TRACT 306 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG THE WEST LINE OF SAID TRACT 306, APPROXIMATELY 0.07 MILES TO THE INTERSECTION WITH A LINE BEING 270 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINE OF TRACT 305 OF SAID

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

"PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA"
THENCE RUN WESTERLY ALONG SAID 270 FOOT PARALLEL LINE, APPROXIMATELY 0.13 MILES TO THE WEST LINE OF SAID TRACT 305;
THENCE RUN NORTHERLY ALONG THE WEST LINE OF SAID TRACT 305, APPROXIMATELY 0.02 MILES TO THE INTERSECTION WITH A LINE BEING 190 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINES OF TRACTS 304, 303, 302, 301, AND 300 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN WESTERLY ALONG SAID 190 FOOT PARALLEL LINE AND THE WESTERLY EXTENSION THEREOF, APPROXIMATELY 0.58 MILES, ACROSS SAID TRACTS 304, 303, 302, 301, 300 AND A PORTION OF THE LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) TO THE WESTERLY LIMITS OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN NORTHERLY ALONG SAID WESTERLY LIMITS OF "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 0.50 MILES TO THE NORTHERLY LIMITS OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", SAID NORTHERLY LIMITS ALSO BEING THE COMMON TOWNSHIP LINE OF TOWNSHIP 30 AND 31 SOUTH AND THE NORTH LIMITS OF INDIAN RIVER COUNTY, FLORIDA;
THENCE RUN EASTERLY ALONG SAID COMMON TOWNSHIP LINE OF TOWNSHIP 30 AND 31 SOUTH AND NORTH COUNTY LINE, APPROXIMATELY 2.00 MILES, TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF LATERAL "U" CANAL AS LAID OUT AND IN USE; SAID CANAL CENTERLINE ALSO BEING THE APPROXIMATE CENTERLINE OF THE LATERAL "U" RIGHT OF WAY OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN SOUTHERLY ALONG SAID CENTERLINE OF LATERAL "U", APPROXIMATELY 4.98 MILES TO THE SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 20 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 20, APPROXIMATELY 1.16 MILES, TO THE NORTHWEST CORNER OF TRACT 2125 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID TRACT 2125, APPROXIMATELY 0.12 MILES, TO THE SOUTH LINE OF SAID TRACT 2125 OF "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN EASTERLY ALONG THE SOUTH LINE OF SAID TRACT 2125, AND ALSO TRACTS 2126, 2127, AND 2128 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 0.46 MILES, TO THE EAST LINE OF THE WEST 405.5 FEET OF SAID TRACT 2128;
THENCE RUN NORTHERLY ALONG SAID EAST LINE OF THE WEST 405.5 FEET OF TRACT 2128, APPROXIMATELY 0.12 MILES, TO THE NORTH LINE OF SAID TRACT 2128, ALSO BEING SAID SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 20" AS SHOWN ON "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN EASTERLY ALONG SAID NORTH LINE OF TRACT 2128, APPROXIMATELY 0.03 MILES, TO THE WEST RIGHT OF WAY LINE OF PARK LATERAL CANAL, A 125-FOOT-WIDE RIGHT OF WAY AS RECORDED IN DEED BOOK 10, PAGE 15, INDIAN RIVER COUNTY, FLORIDA PUBLIC RECORDS;
THENCE RUN SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF PARK LATERAL CANAL, APPROXIMATELY 0.99 MILES, TO THE NORTH RIGHT OF WAY LINE OF "DITCH AND ROAD 24" OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";
THENCE RUN EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF DITCH AND ROAD 24, APPROXIMATELY 0.02 MILES TO THE EAST RIGHT OF WAY LINE OF SAID PARK LATERAL CANAL;
THENCE RUN SOUTHERLY, ALONG SAID EAST RIGHT OF WAY LINE OF PARK LATERAL CANAL, APPROXIMATELY 0.01 MILES TO THE SOUTH RIGHT OF WAY LINE OF SAID DITCH AND ROAD 24;
THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 24, APPROXIMATELY 2.32 MILES TO THE POINT OF BEGINNING.
SAID DESCRIBED DISTRICT LIMITS CONTAINING 19,691 ACRES MORE OR LESS.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

THE SURVEYOR NOTES THAT THE DITCH AND ROAD NUMBERS UTILIZED ABOVE ARE DEPICTED ON THE FELLSMERE DRAINAGE DISTRICT PLAN OF RECLAMATION DATED JANUARY 28TH, 1920 AND ON AN UNNAMED PAGE RECORDED TOGETHER WITH "ESPY'S SUBDIVISION" IN PLAT BOOK 2, PAGE 36, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA, BUT ARE NOT DEPICTED ON AFORESAID PLATS RECITED IN THE DESCRIPTION.

Section 2. Minimum charter requirements.—In accordance with s. 189.031(3), Florida Statutes, the following are the minimum requirements for the charter of the Headwaters Water Control District:

(1) The district is organized and exists for all purposes set forth in this act and chapter 298, Florida Statutes.

(2) The district's charter may be amended only by special act of the Legislature.

(3) In accordance with chapter 189, Florida Statutes, this act, and ss. 298.11 and 298.12, Florida Statutes, the governing board of the district shall be designated the "Board of Supervisors of the Headwaters Water Control District" and shall be composed of five persons, who shall be qualified to hold such office if they are officers of landowners or landowners within the district, residents of the state, and citizens of the United States, elected on a 1-acre, one-vote basis by the landowners in the district; however, landowners owning less than 1 acre in the aggregate shall be entitled to one vote. Landowners with more than 1 acre shall be entitled to one additional vote for any fraction of an acre greater than ½ acre owned when a landowner's acreage has been aggregated for purposes of voting. The membership and organization of the governing board shall be as set forth in this charter and chapter 298, Florida Statutes, provided this charter controls with respect to any inconsistency.

(4) The compensation of the governing board members shall be governed by this act and chapter 298, Florida Statutes.

(5) The administrative duties of the governing board shall be as set forth in this act and chapters 189 and 298, Florida Statutes.

(6) Requirements for financial disclosure, meeting notices, reporting, public records maintenance, and per diem expenses for district officers and employees shall be as set forth in chapters 112, 189, 190, 286, and 298, Florida Statutes, and all other applicable general laws of the state.

(7) The procedures and requirements governing the issuance of bonds, notes, and other evidence of indebtedness by the district shall be as set forth in chapters 189 and 298, Florida Statutes, and applicable general laws.

(8) The procedures for conducting district elections or referenda and for qualification of electors shall be pursuant to chapters 189 and 298, Florida Statutes; however, a quorum for purposes of holding the annual meeting or any special meetings shall consist of those landowners present in person or represented by proxy at said meeting.

(9) The district may be financed by any method established in this act, chapter 298, Florida Statutes, and other applicable general laws of the state.

(10) The methods for collecting non-ad valorem assessments, fees, or service charges shall be as set forth in chapters 197 and 298, Florida Statutes, and other applicable general laws of the state.

(11) The district's planning requirements shall be as set forth in chapters 189 and 298, Florida Statutes.

(12) The district's geographic boundary shall be as set forth in this act.

(13) All properties within the district remain subject to, and must comply with, the relevant comprehensive plan and land development regulations of the City of Fellsmere and Indian River County, as required by the Community Planning Act in chapter 163, Florida Statutes, and the Annexation Agreement between the City of Fellsmere, Indian River County, and Fellsmere East, LLC, Bernard A. Egan Groves, Inc., and Fellsmere Joint Venture, LLP, recorded on July 5, 2007, in Official Records Book 2181, Page 989 of Public Records of Indian River County, Florida, as such may be amended in the future.

Section 3. Maintenance and use of the Lateral "U" Canal, Park Lateral Canal, and Main Canal.—

(1) Lateral "U" Canal.—The Headwaters Water Control District shall assume full responsibility for all maintenance, including dredging and aquatic vegetation management, of the entire Lateral "U" Canal. The canal shall be maintained to the designed level of service as described in the 2017 Fellsmere Water Control District Water Control Plan, as may be amended from time to time.

Notwithstanding the foregoing, the Fellsmere Water Control District shall retain the right to use the full extent of the Lateral "U" Canal located within the Fellsmere Water Control District Boundary for all purposes permitted under applicable water control laws and regulations.

(2) Main Canal.—

(a) The Headwaters Water Control District shall assume full responsibility for all maintenance, including dredging and aquatic vegetation management, of the Main Canal located within the Fellsmere Water Control District, from the centerline of the Lateral "U" Canal eastward for one mile. The Fellsmere Water Control District shall bear no further responsibility or

liability for such maintenance activities. The canal shall be maintained to the designed level of service as described in the 2017 Fellsmere Water Control District Water Control Plan, as may be amended from time to time. The Headwaters Water Control District shall have the right to use the full length of the Main Canal for all purposes permitted under applicable water control laws and regulations.

(b) The Fellsmere Water Control District shall retain full responsibility for all maintenance, including dredging and aquatic vegetation management, of the remaining portion of the Main Canal. The Headwaters Water Control District shall bear no further responsibility or liability for such maintenance activities. The canal shall be maintained to the designed level of service as described in the 2017 Fellsmere Water Control District Water Control Plan, as may be amended from time to time.

(3) Park Lateral Canal.—The Fellsmere Water Control District shall retain full responsibility for all maintenance, including dredging and aquatic vegetation management, of the Park Lateral Canal located within the Fellsmere Water Control District Boundary. The Headwaters Water Control District shall bear no further responsibility or liability for such maintenance activities. The Headwaters Water Control District shall retain the historic drainage rights through the Park Lateral Canal to the Main Canal. The districts shall collaborate on a water management plan to define usage of the canals during emergency situations and other situations consistent with the original, permitted design of the system. The plan shall be adopted no later than October 1, 2027. If either district opposes any part of a proposed Water Control Plan amendment by the other district, the disputed language will be submitted to the Division of Administrative Hearings Alternative Dispute Resolution program. Should the districts fail to reach agreement through this process, either district may request a formal hearing before the Division of Administrative Hearings. The districts will share equally all costs charged by the Division of Administrative Hearings, while each district will pay its own legal fees and expenses regardless of the outcome.

Each district shall have the right to access, travel over, and cross the other district's property at the point of intersection at the Lateral "U" Canal and the Park Lateral Canal as may be reasonably necessary to fulfill the maintenance and management duties outlined in this section, as well as any emergency repairs.

Future amendments to the 2017 Fellsmere Water Control Plan relating to the Lateral "U" Canal, Main Canal, or Park Lateral Canal, shall be made in collaboration with the Headwaters Water Control District.

Unless otherwise noted, all facilities lying within each district boundary are the responsibility of that particular district. Each District shall be

responsible for any obstruction, interference, or other activity by each District or its landowners that adversely impacts the flow and drainage of water in the Lateral Canals or the Main Canal. To the extent either district fails to maintain the Lateral Canals or the Main Canal as set forth herein, the other district shall have the right but not the obligation to perform such necessary corrective action to bring a canal up to its design level of service and seek reimbursement of costs, including attorneys fees, from the non-complying district. In the event that one district intends to undertake repairs or corrective actions due to another district's non-compliance, the initiating district shall provide the non-complying district with no less than 30 days' written notice of its intent to perform such corrective action. The non-complying district shall have the opportunity to cure the non-compliance within this notice period. If the non-complying district commences and diligently pursues the necessary corrective actions within the 30-day period, it shall not be held liable under this section. The non-complying district shall be granted necessary and reasonable extensions of time to take corrective action except in an emergency situation requiring immediate action. In the event of an emergency, the other district shall give the non-complying district notice via telephone and email before commencing corrective action.

Section 4. Charter amendments.—If the district intends to seek future legislation to add additional powers to this charter, it shall provide written notice to Indian River County and the City of Fellsmere at least 60 days prior to any meeting of the Indian River Legislative Delegation at which the matter will be considered.

Section 5. Provisions of chapter 298, Florida Statutes, made applicable. The Headwaters Water Control District hereby created shall be an independent water control district and a public corporation of this state. The provisions of state law applicable to water control districts or subdistricts which are embodied in chapter 298, Florida Statutes, so far as not inconsistent with this act, are hereby declared to be applicable to the Headwaters Water Control District. The Headwaters Water Control District shall have all of the powers and authorities conferred in this act and chapter 298, Florida Statutes.

Section 6. Severability.—If any provision of this act or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

Section 7. This act shall take effect on the same date that HB 4093 or similar legislation takes effect, if such legislation is adopted in the same legislative session or an extension thereof and becomes a law.

Approved by the Governor June 8, 2026.

Filed in Office Secretary of State June 8, 2026.

3120260046682 RECORDED IN THE RECORDS OF RYAN L. BUTLER, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3892 PG: 1415, 10/1/2026 10:25 AM D DOCTAX PD $0.70

Prepared by and to be Returned to:
Seth C. Behn, Esquire
Lewis, Longman & Walker, P.A.
360 S Rosemary Ave, Suite 1100
West Palm Beach, FL 33401
Telephone: (561) 640-0820

QUITCLAIM DEED

THIS QUITCLAIM DEED made the 8 day of September, 2026, by **FELLSMERE WATER CONTROL DISTRICT, a political subdivision of the State of Florida**, whose address is 109 N. Willow Street, Fellsmere, Florida 32948 (hereinafter called the "Grantor" or "Fellsmere District"), to **HEADWATERS WATER CONTORL DISTRICT, a political subdivision of the State of Florida.**, (hereinafter called the "Grantee" or "Headwaters District"):

WHERAS, the Fellsmere District is currently an independent special district, established by Chapter 2017-203, Laws of Florida; and

WHEREAS, the Florida Legislature enacted Chapter 2026-224, Laws of Florida, establishing the Headwaters District; providing a description of its boundaries; and providing for an effective date of October 1, 2026; and

WHEREAS, the Headwaters District boundary is comprised of lands formerly within the Fellsmere District; and the Fellsmere District is obliged to transfer all right, title, and interest in any real property located within the Headwaters boundary to the newly established district.

THEREFORE, WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and NO/100 ($10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand, that the Grantor holds whether by fee ownership, plat dedication, reservation, or other conveyance, which the said Grantor has in and to the following described lot, piece of parcel of land, situate, lying and being in Indian River County, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

Remainder of page intentionally blank. Signature on following page.

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

Signed, sealed and delivered in the presence of:

WITNESSES:

Printed Name: SETH BEHAL
Address: 360 S Rosemary Ave. Ste 1600
West Palm Beach FL 33401

Printed Name: Stephanie Brown
Address: 10521 SW Village Center Dr
Port St. Lucie FL 34987

GRANTOR: FELLSMERE WATER CONTROL DISTRICT

Signed: Meg P. Nelson

Printed Name: Gregory P. Nelson

Its: President

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8 day of September, 2026 by Gregory P. Nelson, as _____ of the FELLSMERE WATER CONTROL DISTRICT, a political subdivision of the State of Florida, on behalf of the District. He/She is personally known to me or has produced _____ as identification.

[Notary Seal]

BELHAIM FRANK SAKUMA JR.
Notary Public - State of Florida
Commission # HH 344021
My Comm. Expires Jan 2, 2027

Notary Public

Belhaim Frank Sakuma, Jr.
Name typed, printed or stamped
My Commission Expires: _____

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

EXHIBIT "A"

ALL THAT PART OF THE LANDS SITUATED AND BEING IN PART OF THE UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST; UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST; UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST; AND UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST; INDIAN RIVER COUNTY, FLORIDA, EMBRACED WITHIN THE FOLLOWING BOUNDARY LINES:

BEGIN AT THE NORTHEAST CORNER OF TRACT 123 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA; SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 24 AS SHOWN ON SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AND ON THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;

THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, APPROXIMATELY 2.56 MILES TO THE INTERSECTION WITH A LINE BEING 200 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINE OF TRACT 1123 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;

THENCE RUN WESTERLY ALONG SAID 200 FOOT PARALLEL LINE APPROXIMATELY 0.26 MILES, ACROSS SAID TRACT 1123, TO THE EAST LINE OF TRACT 1122 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF SAID TRACT 1122 APPROXIMATELY 0.20 MILES TO THE SOUTH LINE OF SAID TRACT 1122 OF "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN WESTERLY APPROXIMATELY 2.06 MILES, ALONG THE SOUTH LINES OF TRACTS 1122, 1121, 1120, ACROSS A 30 FEET WIDE ROAD RIGHT OF WAY, AND ALONG THE SOUTH LINES OF TRACTS 1119, 1118, 1117, 1116, AND ACROSS A 60 FEET WIDE ROAD RIGHT OF WAY, AND ALONG THE SOUTH LINE OF TRACT 1115 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" TO THE WEST LINE OF SAID TRACT 1115;

THENCE RUN NORTHERLY, ALONG SAID WEST LINE OF TRACT 1115, APPROXIMATELY 0.20 MILES TO THE INTERSECTION WITH A LINE BEING 200 FEET SOUTH OF, NORMAL

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

TO AND PARALLEL WITH THE NORTH LINES OF TRACTS 1114, 1113, 1112, 1111, 1110, 1109, 1108, 1107, 1106, 1105, 1104, 1103, 1102, 1101, 1100 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST";

THENCE RUN WESTERLY, ALONG SAID 200 FOOT PARALLEL LINE, APPROXIMATELY 3.68 MILES, ACROSS PARK LATERAL CANAL (92.25 FOOT WIDE RIGHT OF WAY), TRACTS 1114, 1113, 1112, A 30 FEET WIDE ROAD RIGHT OF WAY, TRACTS 1111, 1110, 1109, 1108, LATERAL "U" CANAL (156 FOOT WIDE RIGHT OF WAY), TRACTS 1107, 1106, 1105, 1104, A 30 FEET WIDE ROAD RIGHT OF WAY, TRACTS 1103, 1102, 1101, 1100 AND A PORTION OF LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST", TO THE WESTERLY LIMITS OF SAID PLAT;

THENCE CONTINUE WESTERLY ALONG A LINE BEING 200 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINE OF TRACT 1122 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA, APPROXIMATELY 0.06 MILES, ACROSS REMAINING SAID LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) AND ACROSS SAID TRACT 1122 ,TO THE INTERSECTION WITH A LINE BEING 210 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 1122, AND TRACTS 1022, AND 922 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 210 FOOT PARALLEL LINE, APPROXIMATELY 0.55 MILES, ACROSS TRACT 1122, "DITCH AND ROAD 34", TRACT 1022, "DITCH AND ROAD 33", TRACT 922, AND "DITCH AND ROAD 32" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 32";

THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 32", APPROXIMATELY 0.04 MILES, TO THE INTERSECTION WITH A LINE BEING 430 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACTS 822, AND 722 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 430 FOOT PARALLEL LINE, APPROXIMATELY 0.50 MILES, ACROSS SAID TRACT 822, "DITCH AND ROAD 31", SAID TRACT 722, AND "DITCH AND ROAD 30" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 30";

THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF SAID "DITCH AND ROAD 30", APPROXIMATELY 0.12 MILES, TO THE INTERSECTION WITH A LINE BEING 1040 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACT 622 OF

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 1040 FOOT PARALLEL LINE, APPROXIMATELY 0.21 MILES, ACROSS SAID TRACT 622 TO THE INTERSECTION WITH A LINE BEING 150 FEET SOUTH OF, NORMAL TO, AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 622 AND THE NORTH LINE OF TRACTS 621 AND 620 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN WESTERLY ALONG SAID 150 FOOT PARALLEL LINE, APPROXIMATELY 0.44 MILES, ACROSS SAID TRACTS 622, 621 AND 620 TO THE INTERSECTION WITH A LINE BEING 640 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 620 AND THE EAST LINE OF TRACT 520 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 640 FOOT PARALLEL LINE, APPROXIMATELY 0.25 MILES, ACROSS SAID TRACT 620, "DITCH AND ROAD 29", AND TRACT 520 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE INTERSECTION WITH A LINE BEING 135 FEET SOUTH OF, NORMAL TO, AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 520 AND TRACT 519 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN WESTERLY ALONG SAID 135 FOOT PARALLEL LINE, APPROXIMATELY 0.40 MILES, ACROSS SAID TRACT 520 AND TRACT 519 AND ALSO ACROSS A 50 FEET WIDE ROAD RIGHT OF WAY OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE WEST LINE OF SAID 50 FEET WIDE ROAD RIGHT OF WAY;

THENCE RUN NORTHERLY ALONG SAID WEST LINE OF A 50 FEET WIDE ROAD RIGHT OF WAY, APPROXIMATELY 0.04 MILES TO THE NORTH LINE OF "DITCH AND ROAD 28" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN WESTERLY ALONG SAID NORTH LINE OF "DITCH AND ROAD 28", APPROXIMATELY 0.12 MILES, TO THE INTERSECTION WITH A LINE BEING 635 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACTS 418 AND 318 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 635 FOOT PARALLEL LINE, APPROXIMATELY 0.49 MILES, ACROSS SAID TRACT 418, AND ALSO ACROSS "DITCH AND ROAD 27" AND TRACT 318 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST" TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 26" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

THENCE RUN WESTERLY ALONG SAID SOUTH LINE OF "DITCH AND ROAD 26", APPROXIMATELY 0.22 MILES TO THE INTERSECTION WITH A LINE BEING 435 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACT 217 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 435 FOOT PARALLEL LINE, APPROXIMATELY 0.25 MILES, ACROSS SAID "DITCH AND ROAD 26" AND TRACT 217 TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 25" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN WESTERLY ALONG SAID SOUTH LINE OF "DITCH AND ROAD 25", APPROXIMATELY 0.05 MILES TO THE INTERSECTION WITH A LINE BEING 695 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF TRACT 117 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST";

THENCE RUN NORTHERLY ALONG SAID 695 FOOT PARALLEL LINE, APPROXIMATELY 0.26 MILES, ACROSS SAID TRACT 117 AND ALSO ACROSS THE SOUTH ONE-HALF OF THE RIGHT OF WAY OF "DITCH AND ROAD 24" (60 FOOT WIDE RIGHT OF WAY) TO THE NORTHERLY LIMITS OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA, SAID NORTHERLY LIMITS ALSO BEING THE SOUTHERLY LIMITS OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGE 9 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;

THENCE CONTINUE NORTHERLY ALONG SAID 695 FOOT PARALLEL LINE; SAID 695 FOOT PARALLEL LINE ALSO BEING 695 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINES OF TRACTS 2417, 2317, 2217, 2117, AND 2017 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 1.16 MILES, ACROSS THE NORTH ONE-HALF RIGHT OF WAY OF "DITCH AND ROAD 24" (60 FOOT WIDE RIGHT OF WAY), TRACT 2417, "DITCH AND ROAD 23", TRACT 2317, "DITCH AND ROAD 22", TRACT 2217, "DITCH AND ROAD 21", TRACT 2117, "DITCH AND ROAD 20", AND TRACT 2017 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" TO THE INTERSECTION WITH A LINE BEING 1,000 FEET NORTH OF, NORMAL TO, AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 2017 AND TRACT 2018 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST";

THENCE RUN EASTERLY ALONG SAID 1,000 FOOT PARALLEL LINE, APPROXIMATELY 0.29 MILES, ACROSS SAID TRACTS 2017 AND 2018 TO THE INTERSECTION WITH A LINE BEING 530 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 2018;

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

THENCE RUN NORTHERLY ALONG SAID 530 FOOT PARALLEL LINE, APPROXIMATELY 0.05 MILES, ACROSS SAID TRACT 2018 TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 19" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 19", APPROXIMATELY 0.02 MILES TO THE INTERSECTION WITH A LINE BEING 425 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 2018 AND ALSO TRACTS 1918, 1818, 1718, AND 1618 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG SAID 425 FOOT PARALLEL LINE, APPROXIMATELY 0.83 MILES, ACROSS "DITCH AND ROAD 19", TRACT 1918, "DITCH AND ROAD 18", TRACT 1818, "DITCH AND ROAD 17", TRACT 1718, "DITCH AND ROAD 16", AND TRACT 1618, OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST" TO THE INTERSECTION WITH A LINE BEING 315 FEET NORTH OF, NORMAL TO AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 1618 AND TRACTS 1619, 1620, 1621 AND 1622 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST", SAID LINE ALSO BEING 215 FEET NORTH OF, NORMAL TO AND PARALLEL WITH THE SOUTH LINE OF TRACTS 1600, 1692, 1691, 1690, 1689, 1688 AND 1687 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" AS RECORDED IN PLAT BOOK 2, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA;

THENCE RUN EASTERLY ALONG SAID 315 AND 215 FOOT PARALLEL LINE, APPROXIMATELY 1.96 MILES, ACROSS SAID TRACT 1618, A 50 FEET WIDE ROAD RIGHT OF WAY, SAID TRACT 1619, 1620, 1621, 1622, AND LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 36 EAST" AND ALSO ACROSS TRACTS 1600, 1692, 1691, 1690, 1689, 1688 AND 1687 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA" TO THE INTERSECTION WITH A LINE BEING 105 FEET WEST OF, NORMAL TO, AND PARALLEL WITH THE EAST LINE OF SAID TRACT 1687;

THENCE RUN NORTHERLY ALONG SAID 105 FOOT PARALLEL LINE, APPROXIMATELY 0.08 MILES, ACROSS SAID TRACT 1687 TO THE NORTH LINE OF SAID TRACT 1687;

THENCE RUN EASTERLY ALONG SAID NORTH LINE OF TRACT 1687 AND THE NORTH LINE OF TRACT 1686 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH", RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 0.04 MILES, TO THE INTERSECTION WITH A LINE BEING 550 FEET WEST OF, NORMAL TO AND PARALLEL WITH THE EAST LINES OF TRACTS 1607, 1586, 1507, 1486, 1407, 1386, 1307, 1286, 1207, 1186, 1107, 1086, 1007, 986,

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

907, 886, 807, 786, 707, 686, 607, 586, 507, 486 AND 407 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG SAID 550 FOOT PARALLEL LINE, APPROXIMATELY 3.12 MILES, ACROSS TRACT 1607, "DITCH AND ROAD 15", TRACTS 1586 AND 1507, "DITCH AND ROAD 14", TRACTS 1486 AND 1407, SOUTH "DITCH AND ROAD 13", FELLSMERE RAILROAD (100 FOOT WIDE RIGHT OF WAY), NORTH "DITCH AND ROAD 13", TRACTS 1386 AND 1307, "DITCH AND ROAD 12", TRACTS 1286 AND 1207, "DITCH AND ROAD 11", TRACTS 1186 AND 1107, "DITCH AND ROAD 10", TRACTS 1086 AND 1007, "DITCH AND ROAD 9", TRACTS 986 AND 907, "DITCH AND ROAD 8", TRACTS 886 AND 807, "DITCH AND ROAD 7", TRACTS 786 AND 707, "DITCH AND ROAD 6", TRACTS 686 AND 607, "DITCH AND ROAD 5", TRACTS 586 AND 507, "DITCH AND ROAD 4", TRACTS 486 AND 407 TO THE SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 3" OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH", RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 3", APPROXIMATELY 0.06 MILES TO THE INTERSECTION WITH A LINE BEING 165 FEET WEST OF, NORMAL TO AND PARALLEL WITH THE EAST LINE OF TRACT 384 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH", RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG SAID 165 FOOT PARALLEL LINE, APPROXIMATELY 0.13 MILES TO THE NORTH LINE OF SAID TRACT 384;

THENCE RUN WESTERLY ALONG SAID NORTH LINE OF TRACT 384, APPROXIMATELY 0.10 MILES TO THE NORTHWEST CORNER OF SAID TRACT 384, ALSO BEING THE SOUTHWEST CORNER OF TRACT 306 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG THE WEST LINE OF SAID TRACT 306, APPROXIMATELY 0.07 MILES TO THE INTERSECTION WITH A LINE BEING 270 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINE OF TRACT 305 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA"

THENCE RUN WESTERLY ALONG SAID 270 FOOT PARALLEL LINE, APPROXIMATELY 0.13 MILES TO THE WEST LINE OF SAID TRACT 305;

THENCE RUN NORTHERLY ALONG THE WEST LINE OF SAID TRACT 305, APPROXIMATELY 0.02 MILES TO THE INTERSECTION WITH A LINE BEING 190 FEET SOUTH OF, NORMAL TO AND PARALLEL WITH THE NORTH LINES OF TRACTS 304, 303, 302, 301, AND 300 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

A TRUE COPY
CERTIFICATION ON LAST PAG
RYAN L. BUTLER, CLERK

THENCE RUN WESTERLY ALONG SAID 190 FOOT PARALLEL LINE AND THE WESTERLY EXTENSION THEREOF, APPROXIMATELY 0.58 MILES, ACROSS SAID TRACTS 304, 303, 302, 301, 300 AND A PORTION OF THE LATERAL "S" CANAL (225 FOOT WIDE RIGHT OF WAY) TO THE WESTERLY LIMITS OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN NORTHERLY ALONG SAID WESTERLY LIMITS OF "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 0.50 MILES TO THE NORTHERLY LIMITS OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", SAID NORTHERLY LIMITS ALSO BEING THE COMMON TOWNSHIP LINE OF TOWNSHIP 30 AND 31 SOUTH AND THE NORTH LIMITS OF INDIAN RIVER COUNTY, FLORIDA;

THENCE RUN EASTERLY ALONG SAID COMMON TOWNSHIP LINE OF TOWNSHIP 30 AND 31 SOUTH AND NORTH COUNTY LINE, APPROXIMATELY 2.00 MILES, TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF LATERAL "U" CANAL AS LAID OUT AND IN USE; SAID CANAL CENTERLINE ALSO BEING THE APPROXIMATE CENTERLINE OF THE LATERAL "U" RIGHT OF WAY OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN SOUTHERLY ALONG SAID CENTERLINE OF LATERAL "U", APPROXIMATELY 4.98 MILES TO THE SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 20 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 20, APPROXIMATELY 1.16 MILES, TO THE NORTHWEST CORNER OF TRACT 2125 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID TRACT 2125, APPROXIMATELY 0.12 MILES, TO THE SOUTH LINE OF SAID TRACT 2125 OF "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN EASTERLY ALONG THE SOUTH LINE OF SAID TRACT 2125, AND ALSO TRACTS 2126, 2127, AND 2128 OF SAID "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA", APPROXIMATELY 0.46 MILES, TO THE EAST LINE OF THE WEST 405.5 FEET OF SAID TRACT 2128;

THENCE RUN NORTHERLY ALONG SAID EAST LINE OF THE WEST 405.5 FEET OF TRACT 2128, APPROXIMATELY 0.12 MILES, TO THE NORTH LINE OF SAID TRACT 2128, ALSO BEING SAID SOUTH RIGHT OF WAY LINE OF "DITCH AND ROAD 20" AS SHOWN ON "PLAT

A TRUE COPY
CERTIFICATION ON LAST PAGE
RYAN L. BUTLER, CLERK

OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN EASTERLY ALONG SAID NORTH LINE OF TRACT 2128, APPROXIMATELY 0.03 MILES, TO THE WEST RIGHT OF WAY LINE OF PARK LATERAL CANAL, A 125-FOOT-WIDE RIGHT OF WAY AS RECORDED IN DEED BOOK 10, PAGE 15, INDIAN RIVER COUNTY, FLORIDA PUBLIC RECORDS;

THENCE RUN SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF PARK LATERAL CANAL, APPROXIMATELY 0.99 MILES, TO THE NORTH RIGHT OF WAY LINE OF "DITCH AND ROAD 24" OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF UNSURVEYED TOWNSHIP 32 SOUTH, RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA";

THENCE RUN EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE OF DITCH AND ROAD 24, APPROXIMATELY 0.02 MILES TO THE EAST RIGHT OF WAY LINE OF SAID PARK LATERAL CANAL;

THENCE RUN SOUTHERLY, ALONG SAID EAST RIGHT OF WAY LINE OF PARK LATERAL CANAL, APPROXIMATELY 0.01 MILES TO THE SOUTH RIGHT OF WAY LINE OF SAID DITCH AND ROAD 24;

THENCE RUN EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF DITCH AND ROAD 24, APPROXIMATELY 2.32 MILES TO THE POINT OF BEGINNING.

SAID DESCRIBED DISTRICT LIMITS CONTAINING 19,691 ACRES MORE OR LESS.

THE SURVEYOR NOTES THAT THE DITCH AND ROAD NUMBERS UTILIZED ABOVE ARE DEPICTED ON THE FELLSMERE DRAINAGE DISTRICT PLAN OF RECLAMATION DATED JANUARY 28TH, 1920 AND ON AN UNNAMED PAGE RECORDED TOGETHER WITH "ESPY'S SUBDIVISION" IN PLAT BOOK 2, PAGE 36, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, NOW INDIAN RIVER COUNTY, FLORIDA, BUT ARE NOT DEPICTED ON AFORESAID PLATS RECITED IN THE DESCRIPTION.

STATE OF FLORIDA
INDIAN RIVER COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
RYAN L. BUTLER, CLERK

BY Brooke B Jolin
DEPUTY CLERK
DATE 1 October 2026

HEADWATERS WATER CONTROL DISTRICT
REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Years 2026/2027, 2027/2028 and 2028/2029
With Two Year Option (2029/2030 and 2030/2031)
Indian River County, Florida

HEADWATERS WATER CONTROL DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, 2027 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding 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. REJECTION OF 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) copy of the Proposal Documents and one digital copy, 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 – Headwaters Water Control District" on the face of it.

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. After proposals are opened by the District, no proposal may be withdrawn 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 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 position or title of all personnel to perform work on the District audit. Include resumes or 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.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract 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 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 Request for Proposals, Evaluation Criteria, or other contract documents.

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

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

HEADWATERS WATER CONTROL DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. ***Ability of Personnel (10 Points).***

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

2. ***Proposer's Experience (10 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 Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. ***Understanding of Scope of Work (10 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 (10 Points).***

Present ability to manage this project and the 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 (E.g. the existence of any natural disaster plan for business operations).

5. ***Price (10 Points).***

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2026/2027; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, and situated entirely within Indian River 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 2026/2027 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The Fiscal Year 2026/2027 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 21st day of October, 2026.

ATTEST:

HEADWATERS WATER CONTROL DISTRICT

_____
Secretary / Assistant Secretary

_____
President, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES
HEADWATERS WATER CONTROL DISTRICT
FISCAL YEAR 2026/2027

The Board of Supervisors of the Headwaters Water Control District will hold their regular meetings for Fiscal Year 2026/2027 at Indian River County Main Library, History Room – Second Floor, 1600 21st Street, Vero Beach, FL 32960, at _____ a.m./p.m. unless otherwise indicated as follows:

November XX, 2026
December XX, 2026
January XX, 2027
February XX, 2027
March XX, 2027
April XX, 2027
May XX, 2027
June XX, 2027
July XX, 2027
August XX, 2027
September XX, 2027

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Special District Services, Inc. or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the 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 Office.

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

Frank Sakuma
District Manager
Special District Services, Inc.

RESOLUTION 2026-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Section 298.22(8), Florida Statutes, to adopt resolutions and policies to implement the purposes of Chapter 298, Florida Statutes, and desires to adopt Rules of Procedure following a noticed public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____ _____, 2026, at _____ a.m./p.m., at Indian River County Main Library, History Room – Second Floor, 1600 21st Street, Vero Beach, FL 32960.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 189.015, Florida Statutes.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST: **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary Supervisors

President/Vice President, Board of

RULES OF PROCEDURE
HEADWATERS WATER CONTROL DISTRICT

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0 General..... 2

Rule 1.1 Board of Supervisors; Officers and Voting. 3

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. 7

Rule 1.3 Public Meetings, Hearings, and Workshops. 10

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse..... 15

Rule 2.0 Rulemaking Proceedings. 16

Rule 3.0 Competitive Purchase. 31

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act. 36

Rule 3.2 Procedure Regarding Auditor Selection. 40

Rule 3.3 Purchase of Insurance. 44

Rule 3.4 Pre-qualification..... 46

Rule 3.5 Construction Contracts, Not Design-Build. 51

Rule 3.6 Construction Contracts, Design-Build. 56

Rule 3.7 Payment and Performance Bonds. 61

Rule 3.8 Goods, Supplies, and Materials. 62

Rule 3.9 Maintenance Services. 66

Rule 3.10 Contractual Services. 70

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9. 71

Rule 4.0 Effective Date. 74

Rule 1.0 General.

(1) The Headwaters Water Control District (the "**District**") was created by Chapter 2026-224, Laws of Florida, as an independent water control district pursuant to Chapters 189 and 298 of the Florida Statutes, and was established to provide for the ownership, operation, and maintenance of water control works and facilities within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: § 298.22(8), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "**Board**") shall consist of five (5) members. Members of the Board ("**Supervisors**") shall be elected by the landowners on a one-acre, one-vote basis per Chapter 2026-224, Laws of Florida, and must be landowners or officers of landowners in the District, residents of Florida, and citizens of the United States. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the terms specified by Sections 298.11 and 298.12 of the Florida Statutes and Chapter 2026-224, Laws of Florida [terms to be determined by District Counsel]. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board may fill the vacancies by appointment in accordance with Section 298.12 of the Florida Statutes. If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a President, Vice-President, Secretary, Assistant Secretary, and Treasurer.

(a) The President must be a member of the Board. If the President resigns from that office or ceases to be a member of the Board, the Board shall select a President. The President serves at the pleasure of the Board. The President shall be authorized to execute resolutions and contracts on the District's behalf. The President shall convene and conduct all meetings of the Board. In the event the President is unable to attend a meeting, the Vice-President shall convene and conduct the meeting. The President or Vice-President

may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

(b) The Vice-President shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-President has the authority to execute resolutions and contracts on the District's behalf in the absence of the President. If the Vice-President resigns from office or ceases to be a member of the Board, the Board shall select a Vice-President. The Vice-President serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board and may be any competent person, bank, or trust company organized under the laws of the State of Florida, as provided in Section 298.17 of the Florida Statutes. The Treasurer shall perform duties described in Section 298.17 of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the President and Vice-President are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the President and Vice-President are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The President, Vice-President, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "**Record of Proceedings**," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "**voting conflict of interest**" shall be governed by the Florida Constitution and Chapters 112 and 298 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 112.3143, 286.012, 298.11, 298.12, 298.14, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 298.15, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days prior to such meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the President or Vice-President, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comments
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
    (a) District Counsel
    (b) District Engineer
    (c) District Manager
        1. Financial Report
        2. Approval of Expenditures
Supervisor's requests and comments

Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The President, or Vice-President if the President is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 189.016 of the Florida Statutes. Once adopted in accord with Section 189.016 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the President, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the President or Vice-President announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the President or Vice-President must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 189.015, 189.016, 189.069(2)(a)16, 298.12, 298.14, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "**fraud**," "**waste**" and "**abuse**" as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

(c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

(d) Support economical and efficient operations; and

(e) Ensure reliability of financial records and reports; and

(f) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A "**rule**" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 298 of the Florida Statutes or other applicable law. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs ("**SERC**") based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of $200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the "**Notice of Rulemaking**") setting forth the following:

(i) The proposed rule number;

(ii) The full text of the proposed rule or amendment and a summary thereof;[1]

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented or interpreted;

(v) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(vi) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

[1] Only for special districts located in more than one county.

(vii) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(viii) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

(ix) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the President explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition

shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and

its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for

adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

(b) Any material incorporated by reference in the rule;

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

(a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the President shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the President), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption

by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variances and Waivers. A "**variance**" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "**waiver**" means a decision by the District not to apply all or

part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "**substantial hardship**" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "**principles of fairness**" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

(a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.

(b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.

(c) In conducting its rule review process, the District shall determine whether each rule:

(i) Is a valid exercise of delegated legislative authority;

(ii) Has current statutory authority;

(iii) Reiterates or paraphrases statutory material;

(iv) Is in proper form;

(v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;

(vi) Requires a technical or substantive update to reflect current use; and

(vii) Requires updated references to statutory citations and incorporated materials.

(d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the "**Rule Review Resolution**"):

(i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;

2. A written statement of its intended action; and

3. Its assessment of factors specified in Section 16(c) of this Rule.

(ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;

2. A written statement of its intended action;

3. Its assessment of the factors specified in Section 16(c) of this Rule; and

4. The facts and circumstances justifying the technical change or changes to the reviewed rule.

(iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;

2. The recommended change or changes coded by underlining new text and striking through deleted text;

3. A written statement of its intended action; and

4. Its assessment of factors specified in Section 16(c) of this Rule.

(iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:

1. A written statement of its intended action; and

2. Its assessment of factors specified in subsection 16(c) of this Rule.

(e) The rule review is completed upon the District's adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review ("**Notice of Completed Rule Review**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

(17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2)(b), 298.22(8), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 255.20, 287.055, 287.017, and 298.22(1) of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "**Competitive Solicitation**" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "**Continuing Contract**" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "**Contractual Service**" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "**Design-Build Contract**" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "**Design-Build Firm**" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "**Design Criteria Package**" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "**Design Criteria Professional**" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "**Emergency Purchase**" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "**Invitation to Bid**" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "**Invitation to Negotiate**" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "**Negotiate**" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "**Professional Services**" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "**Proposal (or Reply or Response) Most Advantageous to the District**" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "**Purchase**" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "**Request for Proposals**" or "**RFP**" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "**Responsive and Responsible Bidder**" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "**Responsive Bid**," "**Responsive Proposal**," "**Responsive Reply**," and "**Responsive Response**" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 255.20, 287.055, 298.22(1), Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "**Project**" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 119.0701, 287.055, 298.22, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. "**Auditing Services**" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapters 189 and 298 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("**Committee**"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The President of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("**RFP**"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

(i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

(ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

(iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

(iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

(v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

(vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

(vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

(viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

(ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

(x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

(xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

(xii) The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

(i) Impacts on project schedule, cost, or quality of work;

(ii) Unsafe conditions allowed to exist;

(iii) Complaints from the public;

(iv) Delay or interference with the bidding process;

(v) The potential for repetition;

(vi) Integrity of the public contracting process;

(vii) Effect on the health, safety, and welfare of the public.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 255.0525, 255.20, 298.22(1), Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 298 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

    Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "**goods, supplies, and materials**" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 189.053, 287.017, 287.084, 298.22, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: § 298.22(8), Fla. Stat.

Law Implemented: §§ 119.0701, 287.017, 298.22, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. [District Counsel to confirm the statutory basis for this exemption.] Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 119.0701, 298.22, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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 Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A 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 Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The President shall designate any member of the Board (including the President), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

(7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 298.22, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: § 298.22(8), Fla. Stat.
Law Implemented: § 298.22(8), Fla. Stat.

RESOLUTION 2026-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HEADWATERS WATER CONTROL DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, being situated entirely within Indian River County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Section 298.17, Florida Statutes, to designate the depository for District funds, being a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositors; and

WHEREAS, the Board wishes to designate a public depository for District funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. Seacoast Bank, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District's Secretary is hereby directed to take the following steps:

A. Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

B. Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.

C. Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED 21st day of October, 2026.

ATTEST:

HEADWATERS WATER CONTROL DISTRICT

_____
Secretary / Assistant Secretary

_____
President, Board of Supervisors

RESOLUTION NO. 2026-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Headwaters Water Control District ("District") has established a District checking/operating account in order for the District to expend public funds of the District as authorized and required; and

WHEREAS, the Board of Supervisors (the "Board") of the District shall designate authorized staff and/or District officials to approve expenditures, via electronic or non-electronic approval processes, from the checking/operating account;

WHEREAS, the Board of the District has selected Todd Wodraska, Jason Pierman, Patricia LasCasas, B. Frank Sakuma and _____ to serve as the signatories, as required, on the District checking/operating account; and

WHEREAS, all resolutions or parts thereof of the District in conflict with the provisions contained herein are to the extent of any such conflict, hereby superseded and repealed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. Each expenditure from the checking/operating account will require a minimum of two (2) approvals and a designated member of the Board, by an electronic approval procedure, will have an opportunity to review the District's expenditure(s) prior to release of payment(s).

Section 3. When necessary to write checks, the signatures of two (2) of the five (5) signatories named herein will be required on all District checks tendered from the District checking/operating account, as approved. [District Counsel to confirm consistency with Section 298.17, Florida Statutes, which provides that warrants are signed by the President and attested by the Secretary.]

PASSED, ADOPTED and becomes EFFECTIVE this 21st day of October, 2026.

ATTEST:

HEADWATERS
WATER CONTROL DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
President/Vice President

RESOLUTION 2026-17

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, consistent with Section 218.33, *Florida Statutes,* the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes;* promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes,* the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October 2026.

ATTEST:	**HEADWATERS WATER CONTROL DISTRICT**
_____	_____
Secretary/Assistant Secretary	President/Vice President, Board of Supervisors

EXHIBIT "A"

HEADWATERS WATER CONTROL DISTRICT
INTERNAL CONTROLS POLICY

1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Headwaters Water Control District.

1.2. Consistent with Section 218.33(3), *Florida Statutes,* the internal controls adopted herein are designed to:

1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).

1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

1.2.3. Support economical and efficient operations.

1.2.4. Ensure reliability of financial records and reports.

1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.

2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.

2.4. "Board" means the Board of Supervisors for the District.

2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately

retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. <u>Control Activities.</u>

5.1. <u>Minimum Internal Controls.</u> The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 218.33(3), 298.22(8), *Florida Statutes*
Effective date: October 21, 2026

RESOLUTION 2026-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT ADOPTING GOALS, OBJECTIVES AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District"), is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, *Laws of Florida* ("HB 7013") and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, the District must establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives each fiscal year; and

WHEREAS, the District Manager has prepared goals, objectives, and performance measures and standards for FY 2026/2027 and presented them to the Board of Supervisors (the "Board") of the District; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the goals, objectives and performance measures and standards attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby adopts the goals, objectives and performance measures and standards for FY 2026/2027 as provided in **Exhibit A.** The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST:	**HEADWATERS WATER CONTROL DISTRICT**
Secretary / Assistant Secretary	President, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: **District Administration**
Goal: Remain compliant with Florida Law for all district meetings
Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

Program/Activity: **District Finance**
Goal: Remain Compliant with Florida Law for all district financing activities
Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- "No findings" for annual financial audit (yes/no)
    - If "yes" explain

Program/Activity: **District Operations**
Goal: Insure, Operate and Maintain District owned Infrastructure & assets
Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)

RESOLUTION 2026-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Headwaters Water Control District ("**District**") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Section 298.22(8), Florida Statutes, authorizes the District to adopt resolutions and policies to implement the purposes of Chapter 298, Florida Statutes; and

WHEREAS, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

1. CONTINUING EXPENSES. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

a) The invoices must be due on or before the next scheduled meeting of the Board.
b) The invoice must be pursuant to a contract or agreement authorized by the Board.

c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
d) The invoice amount will not cause payments to exceed the adopted budget of the District.

2. NON-CONTINUING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

a) Non-Continuing Expenses Not Exceeding $5,000 - with approval of the District Manager; and
b) Non-Continuing Expenses Exceeding $5,000 - with approval of the District Manager and President of the Board (or Vice President in the President's absence).

3. BOARD RATIFICATION. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of October, 2026**.**

ATTEST: **HEADWATERS WATER CONTROL DISTRICT**

_____
Secretary / Assistant Secretary

_____
President, Board of Supervisors

RESOLUTION 2026-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED WATER CONTROL PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes; and

WHEREAS, Section 298.22, Florida Statutes, authorizes the District to construct, operate, and maintain works and facilities of the District, and requires that contracts for the construction of District facilities be awarded under Section 255.20, Florida Statutes; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted or will adopt a water control plan pursuant to Section 298.225, Florida Statutes, for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A,** is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall

be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's President, Vice President in the President's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST: **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary President/Vice President, Board of Supervisors

EXHIBIT A

Work Authorization
_____, 2026

Board of Supervisors
Headwaters Water Control District
2501A Burns Road
Palm Beach Gardens, Florida 33410

Subject: **Work Authorization Number ___**
Headwaters Water Control District

Dear President, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Headwaters Water Control District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work
The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors**.**

II. Compensation
The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs
Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

By:
_____
Authorized Representative of District
Date:
_____

Sincerely,

_____
By:_____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Headwaters Water Control District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to,

verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

   _____

   _____

3. Quantity needed as estimated by CONTRACTOR. _____
4. The price quoted by the supplier for the construction materials identified above. $_____
5. The sales tax associated with the price quote. $_____
6. Shipping and handling insurance cost. $_____
7. Delivery dates as established by CONTRACTOR. _____

OWNER: Headwaters Water Control District

_____ _____

Authorized Signature (Title) Date

CONTRACTOR: _____

_____ _____

Authorized Signature (Title) Date

Attachment 2

PURCHASE ORDER

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED_____, 20__.**

2. Headwaters Water Control District State of Florida sales tax exemption certificate number: _____

Headwaters Water Control District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Headwaters Water Control District

_____ _____
Authorized Signature (Title) Date

CONTRACTOR: _____

_____ _____
Authorized Signature (Title) Date

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Headwaters Water Control District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

____ 2. The vendor's invoice will be issued directly to Governmental Entity.

____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____ _____

Signature of Authorized Representative of Governmental Entity | Title

Headwaters Water Control District _____

Purchaser's Name | Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

RESOLUTION 2026-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026/2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"FY 2026/2027"**), the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Headwaters Water Control District (**"District"**) the proposed budget attached hereto as **Exhibit A** (**"Proposed Budget"**); and

WHEREAS, Section 189.016(3), Florida Statutes, requires the Board to adopt a budget by resolution each fiscal year, and the Board desires to set a public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2026
TIME: _____
LOCATION: _____
_____
_____

3. **TRANSMITTAL TO LOCAL GENERAL-PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Section 189.016(4), Florida Statutes.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF OCTOBER, 2026.

ATTEST: **HEADWATERS WATER CONTROL DISTRICT**

_____ _____
Secretary / Assistant Secretary President/Vice President, Board of Supervisors

Exhibit A: FY 2026/2027 Proposed Budget

Headwaters
Water Control District

Proposed Budget
Fiscal Year 2026/2027
October 21, 2026 - September 30, 2027

CONTENTS

I PROPOSED BUDGET

II PROPOSED MAINTENANCE BUDGET

III DETAILED PROPOSED BUDGET

IV DETAILED PROPOSED MAINTENANCE BUDGET

V ASSESSMENT COMPARISON

PROPOSED BUDGET
HEADWATERS WATER CONTROL DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 21, 2026 - SEPTEMBER 30, 2027

ACCOUNT CODE	REVENUES	FISCAL YEAR 2026/2027 BUDGET
3100	Tax Revenue	984,550
3600	Revenue Other	12,000
3900	Reserves From Fund Balance	0
3200	Interest Income	6,000
	TOTAL REVENUES	**1,002,550**
	ADMINISTRATIVE EXPENDITURES	
5013	Legal and Professional	36,000
5017	Management Fees	38,500
5016	Audit Fees	15,000
5015	Engineering	150,000
5002	Website Management	2,750
5090	Office Supplies	0
5003	Miscellaneous	1,000
5018	Bank Service Charges	1,200
5079	Postage	2,400
5014	Insurance - Admin	25,000
5037	Transportation - Admin	3,600
5076	Licenses/Permits	175
5077	Memberships	2,000
5078	Legal Advertising	2,400
5082	Maintenance Buildings & Grounds	0
5083	Utilities	0
5086	Telephone	0
5091	Payroll Processing Fee	0
5074	Property Taxes	0
5053	Property Appraiser Fees	2,500
5092	Annual Assessment Roll	500
5111	Labor	0
5121	Payroll Taxes	0
5122	State Retirement	0
5123	Workers Comp	0
5124	Group Med/Life Insurance	0
	TOTAL ADMINISTRATIVE EXPENDITURES	**283,025**
	TOTAL MAINTENANCE EXPENDITURES	**587,300**
	TOTAL EXPENDITURES	**870,325**
	BALANCE	**132,225**
3101	Tax Collector Fee	(19,691)
3102	Discounts For Early Payments	(39,382)
	EXCESS/ (SHORTFALL)	**73,152**
2951	Contingency	73,152
	NET EXCESS/ (SHORTFALL)	**0**

PROPOSED MAINTENANCE BUDGET

HEADWATERS WATER CONTROL DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 21, 2026 - SEPTEMBER 30, 2027

ACCOUNT CODE		FISCAL YEAR 2026/2027 BUDGET
	MAINTENANCE EXPENDITURES	
	Contract Services	
4001	Contract/Mechanical - Lease	0
4002	Canal Aerial Spraying	40,000
4003	Canal Maintenance	0
4004	Canal Mowing	50,000
4005	Canal Tree Maintenance	25,000
4006	Sublateral Spraying	100,000
4007	Sublateral Maintenance	100,000
4008	Sublateral Mowing	100,000
4009	Sublateral Tree Maintenance	25,000
4010	Water Testing	2,500
	Contract Services Subtotal	**442,500**
	Ditch Maintenance	
	Equipment R & M	0
	Supplies/Services	0
	Gas & Oil - Maint.	0
	Insurance - Maint.	0
4011	Transportation - Maint.	4,800
	Contingency	0
	Ditch Maintenance Subtotal	**4,800**
	Maintenance Personnel (by Contract)	
4012	Superintendent of Plant and Operations	140,000
	Labor/Equipment Operations	0
	Payroll Taxes - Maint.	0
	State Retirement - Maint.	0
	Workers Comp - Maint.	0
	Group Med/Life Insurance - Maint.	0
	Maintenance Personnel East Subtotal	**140,000**
	TOTAL MAINTENANCE EXPENDITURES	**587,300**

DETAILED PROPOSED BUDGET

HEADWATERS WATER CONTROL DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 21, 2026 - SEPTEMBER 30, 2027

ACCOUNT CODE	REVENUES	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
3100	Tax Revenue	0	0	984,550	Gross Receipts - Direct Bill
3600	Revenue Other	0	0	12,000	Permits and miscellaneous income
3900	Reserves From Fund Balance	0	0	0	
3200	Interest Income	0	0	6,000	
	TOTAL REVENUES	**$ -**	**$ -**	**1,002,550**	
	ADMINISTRATIVE EXPENDITURES				
5013	Legal and Professional	0	0	36,000	
5017	Management Fees	0	0	38,500	11 Months (Nov 26 - Oct 27) * 3,500
5016	Audit Fees	0	0	15,000	
5015	Engineering	0	0	150,000	Water Control Plan, Permit Review, other tasks as assigned
5002	Website Management	0	0	2,750	11 Months (Nov 26 - Oct 27) * 250
5090	Office Supplies	0	0	0	No office or employees
5003	Miscellaneous	0	0	1,000	
5018	Bank Service Charges	0	0	1,200	
5079	Postage	0	0	2,400	
5014	Insurance - Admin	0	0	25,000	Liability Insurance
5037	Transportation - Admin	0	0	3,600	
5076	Licenses/Permits	0	0	175	
5077	Memberships	0	0	2,000	
5078	Legal Advertising	0	0	2,400	Legal ads
5082	Maintenance Buildings & Grounds	0	0	0	No buildings
5083	Utilities	0	0	0	No buildings
5086	Telephone	0	0	0	No employees and no phones
5091	Payroll Processing Fee	0	0	0	No employees
5074	Property Taxes	0	0	0	No property
5053	Property Appraiser Fees	0	0	2,500	
5092	Annual Assessment Roll	0	0	500	SDS Agreement
5111	Labor	0	0	0	No employees
5121	Payroll Taxes	0	0	0	No employees
5122	State Retirement	0	0	0	No employees
5123	Workers Comp	0	0	0	No employees
5124	Group Med/Life Insurance	0	0	0	No employees
	TOTAL ADMINISTRATIVE EXPENDITURES	**0**	**0**	**283,025**	
	TOTAL MAINTENANCE EXPENDITURES	**0**	**0**	**587,300**	
	TOTAL EXPENDITURES	**$ -**	**$ -**	**870,325**	
	BALANCE	**$ -**	**$ -**	**132,225**	
3101	Tax Collector Fee	$ -	$ -	(19,691)	Two Percent Of Total Assessment Roll
3102	Discounts For Early Payments	$ -	$ -	(39,382)	Four Percent Of Total Assessment Roll
	EXCESS/ (SHORTFALL)	**$ -**	**$ -**	**73,152**	
2951	Contingency	0	0	73,152	Excess Revenue as Contingency
	NET EXCESS/ (SHORTFALL)	**$ -**	**$ -**	**0**	

DETAILED PROPOSED MAINTENANCE BUDGET

HEADWATERS WATER CONTROL DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 21, 2026 - SEPTEMBER 30, 2027

ACCOUNT CODE		FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
	MAINTENANCE EXPENDITURES				
	Contract Services				
4001	Contract/Mechanical - Lease	0	0	0	No leased or owned machines/equipment
4002	Canal Aerial Spraying	0	0	40,000	One spray per year (all of U, 1/2-Park and 1/2-Main)
4003	Canal Maintenance	0	0	0	
4004	Canal Mowing	0	0	50,000	1 cycle at 4 passes per cycle (All U, 1/2-Park and 1/2-Main)
4005	Canal Tree Maintenance	0	0	25,000	Tree removal
4006	Sublateral Spraying	0	0	100,000	Two sprays per year
4007	Sublateral Maintenance	0	0	100,000	Ditch sediment, aquatics, washouts, etc.
4008	Sublateral Mowing	0	0	100,000	2 cycles at 3 passes per cycle
4009	Sublateral Tree Maintenance	0	0	25,000	Tree removal
4010	Water Testing	0	0	2,500	Semi-annually
	Contract Services Subtotal	**0**	**0**	**442,500**	
	Ditch Maintenance				
	Equipment R & M	0	0	0	No employees
	Supplies/Services	0	0	0	No employees
	Gas & Oil - Maint.	0	0	0	No employees
	Insurance - Maint.	0	0	0	No employees
4011	Transportation - Maint.	0	0	4,800	No employees
	Contingency	0	0	0	No employees
	Ditch Maintenance Subtotal	**0**	**0**	**4,800**	
	Maintenance Personnel (by Contract)				
4012	Superintendent of Plant and Operations	0	0	140,000	Contract Vendor
	Labor/Equipment Operations	0	0	0	No employees
	Payroll Taxes - Maint.	0	0	0	No employees
	State Retirement - Maint.	0	0	0	No employees
	Workers Comp - Maint.	0	0	0	No employees
	Group Med/Life Insurance - Maint.	0	0	0	No employees
	Maintenance Personnel East Subtotal	**0**	**0**	**140,000**	
	TOTAL MAINTENANCE EXPENDITURES	**0**	**0**	**587,300**	

Headwaters Water Control District
Assessment Comparison

	Fiscal Year 2025/2026 Assessment Per Unit	**Fiscal Year 2026/2027 Projected Assessment Per Unit**
Assessments (Per Acre Rate)	**$ -**	**$ 50.00**
Total Assessments	**$ -**	**$ 984,550.00**
* Assessments Include the Following :		
4% Discount for Early Payments	$ -	$ 39,382.00
And County Tax Collector Fee And County Property Appraiser Fee	$ -	$ 19,691.00
Net Assessment	**$ -**	**$ 925,477.00**
District Information:		
Units (One Unit = 1 Acre)	NA	19,691

RESOLUTION 2026-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, being situated within Indian River County, Florida; and

WHEREAS, the District pursuant to Chapter 298, Florida Statutes, and Section 2(10) of Chapter 2026-224, Laws of Florida, is authorized to levy, collect, and enforce non-ad valorem assessments, and the District's Board of Supervisors (the "Board") is authorized to collect and enforce such assessments pursuant to pursuant to Chapters 197 and 298, Florida Statutes; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2026 at ____ a.m./p.m., at Indian River County Main Library History Room – Second Floor, 1600 21st Street, Vero Beach, FL 32960.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of October, 2026.

ATTEST: **HEADWATERS WATER CONTROL DISTRICT**

_____ _____

Secretary/Assistant Secretary President/Vice President, Board of Supervisors

RESOLUTION 2026-23

A RESOLUTION OF THE HEADWATERS WATER CONTROL DISTRICT PROVIDING A POLICY FOR COMPENSATION OF BOARD MEMBERS.

WHEREAS, the Headwaters Water Control District (the "District") is an independent special district and water control district created by Chapter 2026-224, Laws of Florida, and existing pursuant to Chapters 189 and 298, Florida Statutes, being situated in Indian River County, Florida; and

WHEREAS, Section 298.22(8), Florida Statutes, authorizes the District to adopt resolutions and policies to implement the purposes of Chapter 298, Florida Statutes; and

WHEREAS, Section 298.14, Florida Statutes, and Section 2(4) of Chapter 2026-224, Laws of Florida, govern compensation of the members of the Board of Supervisors (the "Board"); and

WHEREAS, the Board finds it is in the best interests of the District to approve compensation for members of the Board for their preparation for and attendance at meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEADWATERS WATER CONTROL DISTRICT:

SECTION 1. DESIGNATING BOARD COMPENSATION. The Board does hereby approve compensation for members of the Board for their preparation for and attendance at meetings. Such compensation shall be paid in accordance with Section 298.14, Florida Statutes, in an amount not to exceed $50 per day. [District Counsel to confirm: Section 298.14 provides that compensation is determined by the landowners at the annual meeting.]

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon its adoption by the Board.

PASSED AND ADOPTED the 21st day of October, 2026.

ATTEST:	**HEADWATERS WATER CONTROL DISTRICT**
_____	_____
Secretary / Assistant Secretary	President, Board of Supervisors