

HISTORIC TOWN OF EATONVILLE, FLORIDA REGULAR COUNCIL MEETING AGENDA

Tuesday, December 05, 2023 at 7:30 PM Town Hall - 307 E Kennedy Blvd

- I. CALL TO ORDER AND VERIFICATION OF QUORUM
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. APPROVAL OF THE AGENDA
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. CONSENT AGENDA
 - 1. Approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement Letter for the Town's (TOE) FY 2023 Financial Audit. (**Finance**)
 - 2. Approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement Letter for the Community Redevelopment Agency (TOECRA) FY 2023 Financial Audit. (**Finance**)
 - 3. Approval of vacation pay-out for one employee who exceeds the 240 hours vacation threshold (Finance)
 - 4. Approval of vacation pay-out for one employee who exceeds the 240 hours vacation threshold (**Police**)

VI. COUNCIL DECISIONS

5. Approval of Special Events Advisory Committee for the Town's (TOE) Large Events. (Councilwoman Randolph)

VII. REPORTS

CHIEF ADMINISTRATIVE OFFICER'S REPORT TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

VIII. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA TOWN COUNCIL MEETING

DECEMBER 5, 2023, AT 7:30 PM

Cover Sheet

NOTE Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors

Engagement Letter for the Town's (TOE) FY 2023 Financial Audit.

(Finance)

TOWN COUNCIL ACTION:

| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: FINANCE |
|-------------------------------------------------------------------------------|-----|-------------------------------|
| PUBLIC HEARING 1 ST / 2 ND READING CONSENT AGENDA | YES | Exhibits: • Copy of Contract |
| COUNCIL DECISION | | |
| ADMINISTRATIVE | | |

REQUEST: Staff requests approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement letter for the Town's (TOE) FY 2023 financial audit.

<u>SUMMARY</u>: Attached is the Scope of Services from Carr, Riggs & Ingram CPA and Advisors for auditing services for the year ended September 30, 2023, for the Town's (TOE).

RECOMMENDATION: Staff recommend acceptance of the Engagement letter for the Town's (TOE) FY 2023 for professional auditing services with Carr, Riggs & Ingram CPA and Advisors.

FISCAL & EFFICIENCY DATA: The proposed cost submitted by Carr, Riggs & Ingram CPA and Advisors is \$52,000 (001-0513-513.3200) for the Town's (TOE) FY 2023 financial audit.



Carr, Riggs & Ingram, LLC 1031 West Morse Boulevard Suite 200 Winter Park, FL 32789

407.644.7455 407.628.5277 (fax) CRIcpa.com

October 12, 2023

Town of Eatonville, Florida 307 E. Kennedy Blvd. Eatonville, FL 32751

We are pleased to confirm our understanding of the services we are to provide Town of Eatonville, Florida for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town of Eatonville, Florida as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Eatonville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Eatonville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Required supplementary pension information
- 3) Budgetary comparison schedules for certain governmental funds

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Eatonville, Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Budgetary comparison schedules for certain enterprise funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Compliance with Florida Statute 218.415

We will also examine the Town of Eatonville, Florida's compliance with Florida Statute, 218.415 Local *Government Investment Policies* for the year ending September 30, 2023.

The objective of our examination is to obtain reasonable assurance to express an opinion as to whether the Town of Eatonville, Florida complied, in all material respects, with Florida Statute 218.415.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Town Council of the Town of Eatonville, Florida. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons will you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Town Council, management and the State of Florida Auditor General, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the Town of Eatonville, Florida complied, in all material respects, with Florida Statute 218.415. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of whether the Town of Eatonville, Florida is in compliance with the specified requirements of Florida Statute 218.415; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether you are in compliance with Florida Statute 218.415. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Town of Eatonville, Florida and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that

comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Overall financial statement risk
- Management override of controls
- Improper revenue recognition due to fraud
- Estimation of pension liability performed by actuary

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Eatonville, Florida's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Eatonville, Florida in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access

to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising out of or in any way relating to this agreement must be brought in a state court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Eatonville Florida's management and council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify

you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Heather Mosier is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February, 2024 and to issue our reports no later than April 30, 2024, with expectation all information is received timely.

Our fee for services will be \$52,000 for the engagement as defined in the scope of work listed in the RFP for the year ending September 30, 2023. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Town of Eatonville, Florida's financial statements. Our report will be addressed to the Mayor and Members of the Town Council of Town of Eatonville, Florida. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or othermatter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Eatonville, Florida is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Eatonville, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ungram, L.L.C.

Carr, Riggs & Ingram, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Eatonville, Florida.

Management signature:

Title:

Date:

Governance signature:

Title:

Date:



HISTORIC TOWN OF EATONVILLE, FLORIDA TOWN COUNCIL MEETING

DECEMBER 5, 2023, AT 7:30 PM

Cover Sheet

NOTE Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors

Engagement Letter for the Community Redevelopment Agency

(TOECRA) FY 2023 Financial Audit. (Finance)

TOWN COUNCIL ACTION:

| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: FINANCE DEPARTMENT |
|-------------------------------------------------------------------------------|-----|--------------------------------|
| PUBLIC HEARING 1 ST / 2 ND READING CONSENT AGENDA | YES | Exhibits: • Copy of Contract |
| COUNCIL DECISION | | |
| ADMINISTRATIVE | | |

REQUEST: Staff requests approval of Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement letter for the Community Redevelopment Agency (TOECRA) FY 2023 financial audit.

SUMMARY: Attached is the Scope of Services from Carr, Riggs & Ingram CPA and Advisors for auditing services for the year ended September 30, 2023, for the Community Redevelopment Agency (TOECRA).

RECOMMENDATION: Staff recommend acceptance of the Engagement letter for the Community Redevelopment Agency (TOECRA) FY 2023 for professional auditing services with Carr, Riggs & Ingram CPA and Advisors.

<u>FISCAL & EFFICIENCY DATA</u>: The proposed cost submitted by Carr, Riggs & Ingram CPA and Advisors is \$52,000 (001-0513-513.3200) for the Community Redevelopment Agency (TOECRA) FY 2023 financial audit.



Carr, Riggs & Ingram, LLC 1031 West Morse Boulevard Suite 200 Winter Park, FL 32789

(407) 644-7455 (407) 628-5277 (fax) www.cricpa.com

October 12, 2023

Town of Eatonville Community Redevelopment Agency 370 E. Kennedy Blvd. Eatonville, FL 32751

We are pleased to confirm our understanding of the services we are to provide the Town of Eatonville Community Redevelopment Agency (CRA) for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the major fund, and the disclosures, which collectively comprise the basic financial statements of the Town of Eatonville Community Redevelopment Agency as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the CRA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- Budgetary comparison schedules for the general fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Section V. Item #2.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Compliance with Florida Statute 163.387 and 218.415

We will also examine the CRA's compliance with Florida Statutes, 163.387, *Redevelopment Trust Funds*, and 218.415 Local *Government Investment Policies* for the year ending September 30, 2023.

The objective of our examinations are to obtain reasonable assurance to express an opinion as to whether the CRA complied, in all material respects, with Florida Statutes 163.387 and 218.415.

Our examinations will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to CRA governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons will you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Board of Directors, Town Council, management and the State of Florida Auditor General, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with Florida Statutes 163.387 and 218.415. Our engagements will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of whether the CRA is in compliance with the specified requirements of Florida Statutes 163.387 and 218.415; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether you are in compliance with Florida Statutes 163.387 and 218.415. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagements, you agree to provide us with certain written representations in the form of a representation letter.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the CRA and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse if subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls
- Overall Financial Statement Risk

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate

procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

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We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the CRA's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the CRA in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant

Section V. Item #2.

assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Dispute Resolution

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In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising out of or in any way relating to this agreement must be brought in a state court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality

agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Chairman, Board of Directors and Town Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by

law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs and Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs and Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Heather Mosier is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January, 2024 and to issue our reports no later than April 30, 2024, with expectation all information is received timely.

Our fee for services for the audit of the financial statements of the CRA will be \$8,800. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of CRA's financial statements. Our report will be addressed to the Chairman and Board of Directors of the CRA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance

with Government Auditing Standards in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the CRA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the CRA and believe this letter accurately summarizes the

| terms of our engagement as described in this letter, please sign the attached copy and return it to us. |
|----------------------------------------------------------------------------------------------------------|
| Very truly yours, |
| Caux Rigge & Ingram, L.L.C. |
| Carr, Riggs & Ingram, LLC |
| RESPONSE: |
| This letter correctly sets forth the understanding of Town of Eatonville Community Redevelopment Agency. |
| Management signature: |
| Title: |
| Date: |
| |

| Date: |
|-----------------------|
| Governance signature: |
| Title: |
| Date: |



HISTORIC TOWN OF EATONVILLE, FLORIDA TOWN COUNCIL MEETING

DECEMBER 5, 2023, AT 07:30 PM

Cover Sheet

NOTE Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of vacation pay-out for one employee who exceeds the 240

hours vacation threshold (Finance)

TOWN COUNCIL ACTION:

| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: FINANCE DEPARTMENT | | |
|-------------------------------------------------------------------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| PUBLIC HEARING 1 ST / 2 ND READING CONSENT AGENDA | YES | Exhibits: Proposed vacation pay-out for one employee who exceeds the 240 hours vacation threshold by 12/31/2023. Please | | |
| COUNCIL DECISION | 1LS | see the attached Exhibit A. | | |
| ADMINISTRATIVE | | | | |

REQUEST: Staff request the Town Council to approve the total vacation pay-out for one employee listed in Exhibit A on December 22nd payroll.

<u>SUMMARY:</u> Due to limited staff during the year, one employee is going to exceed the 240 hours vacation threshold by end of 12/31/2023.

RECOMMENDATION: Staff recommend that the Town Council approve the total dollar amount for the vacation pay-out for this employee listed in Exhibit A.

FISCAL & EFFICIENCY DATA: The total for 80 hours is \$ 2,865.67.

Town of Eatonville Proposed Vacation Dollar Amount Pay-out as of 11-22-2023 Exhibit A

| Department | Employee Name | Vacation balance as of 9/30/2023 | Upcoming vacation to be taken before 12/31/2023 | Vacation not used over the 240 hours threshold by 12/31/2023 | Dollar Amount Pay-out |
|--------------|----------------|-------------------------------------------|-------------------------------------------------|--------------------------------------------------------------|--------------------------|
| Finance Dept | Katrina Gibson | 342 | 22 | 80 | \$ 2,865.67 |

TOTAL DOLLAR AMOUNT PAY-OUT \$ 2,865.67



HISTORIC TOWN OF EATONVILLE, FLORIDA TOWN COUNCIL MEETING

DECEMBER 5, 2023, AT 07:30 PM

Cover Sheet

NOTE Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of vacation

Approval of vacation pay-out for six officers who exceeds the 240 hours vacation threshold (**Police**)

TOWN COUNCIL ACTION:

| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: POLICE DEPARTMENT | | | |
|-------------------------------------------------------------|-----|----------------------------------------------------------------------------------------------|--|--|--|
| PUBLIC HEARING 1 ST / 2 ND READING | | Exhibits:Proposed vacation pay-out for six officers who are | | | |
| CONSENT AGENDA | YES | exceeding the 240 hours vacation threshold by 12/31/2023. Please see the attached Exhibit A. | | | |
| COUNCIL DECISION | | 12/31/2023. I lease see the attached Exhibit 11. | | | |
| ADMINISTRATIVE | | | | | |

REQUEST: Staff request the Town Council to approve the total vacation pay-out for six officers listed in Exhibit A on December 22nd payroll.

<u>SUMMARY:</u> Due to limited manpower and limited staff, six officers are going to exceed the 240 hours vacation threshold by end of 12/31/2023. We are not able to accommodate any additional hours at this time and it is crucially important that we have sufficient officers during the holiday seasons.

RECOMMENDATION: Staff recommend that the Town Council approve the total dollar amount for the vacation pay-out for six officers listed in Exhibit A.

FISCAL & EFFICIENCY DATA: The total for 277 hours is \$ 6,515.68.

Town of Eatonville Proposed Vacation Dollar Amount Pay-out as of 11-20-23 Exhibit A

| Department | Employee Name | Vacation balance as of 9/30/2023 | Upcoming vacation to be taken before 12/31/2023 | Upcoming Vacation Days | Vacation not used over the 240 hours threshold by 12/31/2023 | Dollar Amount Pay-out |
|------------|---------------------|-------------------------------------------|-------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------|--------------------------|
| Police | Boone, Fletcher | 342 | 76 | 12/18-12/19 (V) 12/22-12/28 (V) | 26 | \$ 599.71 |
| Police | Hernandez, Felicita | 317 | 28 | 11/5-11/10/23 (V) | 49 | \$ 1,287.07 |
| Police | Jones, Robert | 320 | | NONE | 80 | \$ 1,904.16 |
| Police | Lampkin, Brodrick | 375 | 64 | 12/13-12/14 (V) 12/15 (PERSONAL) 12/16-12/27 (V) | 71 | \$ 1,607.96 |
| Police | McIntyre, Eric | 245 | | NONE | 5 | \$ 140.95 |
| Police | Rozefort, Michelle | 286 | | NONE | 46 | \$ 975.84 |

TOTAL DOLLAR AMOUNT PAY-OUT \$ 6,515.68



HISTORIC TOWN OF EATONVILLE, FLORIDA TOWN COUNCIL MEETING

DECEMBER 5, 2023, AT 7:30 PM

Cover Sheet

NOTE Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Special Events Advisory Committee for the Town's (TOE)

Large Events. (Randolph)

TOWN COUNCIL ACTION:

| PROCLAMATIONS, AWARDS, AND PRESENTATIONS | | Department: LEGISLATIVE |
|-------------------------------------------------------------------------------|-----|---------------------------------------------|
| PUBLIC HEARING 1 ST / 2 ND READING CONSENT AGENDA | | Exhibits: • Outline of Role and Guidelines |
| COUNCIL DECISION | YES | |
| ADMINISTRATIVE | | |

REQUEST: Approval of Special Events Advisory Committee (SEAC) for the Town of Eatonville for FY2024/25

SUMMARY: Attached is the outline for the role and guidelines for the SEAC to begin in the next fiscal year.

RECOMMENDATION: Staff recommend acceptance of Special Events Advisory Committee (SEAC) for the Town of Eatonville for FY2024/25

FISCAL & EFFICIENCY DATA: N/A.



SPECIAL EVENTS ADVISORY COMMITTEE (SEAC)

Members

The members of this board shall be residents, own property or operate a business within the Town limits. The board shall consist of members with experience or interest in the following fields of expertise:

- Community development
- Community relations
- Economic development
- Educational or sports education
- Entertainment or media industries
- Fundraising
- Marketing
- Public relations
- Special event coordination
- Special event promotion
- Sponsorship
- Tourism

The board shall consist of five members and two alternate members. The members of the board shall serve for 3-year terms at the pleasure of the Town Council without compensation. If any member fails, without cause, to attend at least 75% of all meetings held during any calendar year from the date of appointment by the Town Council, the member's seat shall be declared vacant by the chair and such vacancy shall be reported in writing to the Town clerk.

Recreation Staff Member(s)

 Manage administrative needs of the Committee including drafting, posting, and distributing agendas for each meeting and bring agenda and minutes to be approved to meetings with necessary attachments or supporting documents.

- Communicate with Committee Members regarding Committee Business, including policies, research, outreach, and event information.
- Provide input, serve as a resource for the Committee, and provide input to the Town related to, or at the request of the Committee.
- Prepare and present Staff Reports on recommendations to the Administration and/or Town Council.
- Coordinate Public Relations and Media or Communications Plans on behalf of the Town and Special Events Advisory Committee.
- Coordinate communication with other City Departments on projects and assist in obtaining department approvals with regards to Events related activities.
- Provide feedback to the City Council on the work of the Committee.

Duties

The Town clerk shall swear the members of the board to perform the duties of the office. The duties of the board are as follows:

- **1.** Act in an advisory capacity to the Town Council in matters relating to special events proposed to the Town which are:
 - a. Open to the public
 - **b.** Held within the Town limits in spaces which are overseen by the Town.
 - c. Expected to attract more than 1,000 people.
 - **d.** Requesting the Town Council approve a waiver or a reduction of fees or cash sponsorship.
- 2. Endeavor to facilitate quality cultural and artistic events that enhance the quality of life for the citizens of the Town and provide exposure and positive social and economic impacts for the Town, by either recommending or withholding recommendation of funding to the Town Council for a special event that meets the 4 criteria described in Subsection 1 of the duties based on a competitive process.
- 3. Recommend to the Town Council special events that should receive Town sponsorship by a reduction or waiver in the fees charged for the use of public property and/or the cost of services to be provided by the Town, based on a weighted scale of merit.
- **4.** Recommend regulations for the conduct of special events that will increase interest therein to the citizens, residents, and visitors of the Town generally, as far as the same are not in conflict with the Town Code and state statutes.
- **5.** Have such other advisory duties granted by the Town Council consistent with successful special events held within the Town.

Conducting Business

The Committee shall not conduct any business at a meeting unless the meeting is noticed, and quorum is present at the site of the meeting. A quorum shall consist of a simple majority of the voting members, which for SEAC is no less than 3 (three) voting members at the site of a meeting.

Committee members are responsible for disclosing any conflicts of interest with regards to their association with particular Special Events or businesses.

Electronic Participation is allowed and shall be counted as attendance, however, in order to participate electronically, there must be a quorum at the meeting site (for SEAC, this is 3 members at the site of meeting).

- Committee members are responsible for notifying the City Staff Liaison regarding Electronic Participation no later than three (3) business days in advance of their absence so that electronic connections and necessary documents can be acquired.
- No more than one (1) form of electronic voice or video participation shall be permitted at a meeting.
- 3. Committee members may not participate electronically through electronic mail (email) or text message.
- Committee members are not permitted to send text messages or electronic mail (email) regarding committee business to other committee members or members of the public during meetings.

Closed meetings may only be held for purposes authorized by U.C.A. 54-4-5, as amended. A quorum for the transaction of business shall be a simple majority of the Committee Members.

Minutes and recordings shall be kept at all meetings.