

Exhibit A

**AGREEMENT FOR AUDIT SERVICES FOR MPO AND PPC
BETWEEN FORWARD PINELLAS AND _____**

THIS AGREEMENT is entered into the ____ day of ____ 2017 between **FORWARD PINELLAS**, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC), and insert name of accounting firm (hereinafter referred to as “Auditor”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Forward Pinellas wishes to engage the services of an auditor to audit the Metropolitan Planning Organization (MPO) and Pinellas Planning Council’s (PPC) financial statements for one (1) year with two (2) one (1) year options for renewal; and

WHEREAS, pursuant to a Request for Proposals (RFP) for said services (specifically reference RFP, either by a designated RFP #, date, etc.), the Auditor was selected to perform such services; and

WHEREAS, the Auditor has stated that it is qualified to perform a yearly audit of the MPO and PPC’s financial statements pursuant to the RFP (specifically reference RFP) and the terms stated herein; and

WHEREAS, it is necessary for the parties to reduce their mutual agreements to writing.

NOW, THEREFORE, in consideration of the mutual performance of the covenants and promises contained herein, the parties agree as follows:

1. INCORPORATION OF RECITALS AND RFP

The above recitals and the corresponding RFP are hereby adopted and incorporated herein.

2. SCOPE OF SERVICES

- A. The Auditor shall audit the financial statements of the MPO and PPC for the period beginning October 1, 2016 and ending September 30, 2017. The Parties shall have two (2) one (1) year options for renewal to contract for the auditing services of the period beginning October 1, 2017 and ending September 30, 2018, and the period beginning October 1, 2018 and ending September 30, 2019.
- B. The scope of the audits include all financial records and transactions of the MPO and PPC for the purposes of expressing audit opinions of their financial statements, including all services as referenced in Exhibit D.
- C. It is agreed that the engagement shall include a review of the accounting control structure and of compliance with budgetary and legal requirements of the MPO and PPC.
- D. The Auditor shall complete both audits by March 31, 2018.
- E. The Auditor shall formally present its findings and recommendations to the Forward Pinellas Board upon completion of the audits.

- F. The Auditor shall coordinate with the Forward Pinellas Executive Director for the purpose of arranging an “Exit Conference” at the conclusion of the aforesaid audits for the operations under the MPO and PPC. Draft copies of the audit reports and related management letters shall be made available by the Auditor to the Forward Pinellas Executive director for inspection prior to said audit exit conference meetings.
- G. In order to properly service the public interest, if the Auditors, in the course of their audits, shall discover evidence purporting to nonfeasance, misfeasance or malfeasance on the part of an officer or employee of Forward Pinellas, said Auditor will immediately give written notice to the Forward Pinellas Chair.
- H. The Auditor shall conduct the audits in accordance with generally accepted governmental auditing standards applicable to the MPO and PPC as prescribed in the following non-exclusive list of documents:
 - i. Single Audit Act Amendments of 1996, 31 U.S.C. section 7501 et. Seq.,
 - ii. OMB Circular A-133 [49 CFR 18.26], “Audits of State, Local Government, and Non-Profit Organizations”,
 - iii. Section 215.97, F.S. “Florida Single Audit Act”
 - iv. Rules 10.550 and 10.650, “Rules of the Auditor General”
 - v. Section 2 CFR Part 200, Subpart F “Audit Requirements”
 - vi. Chapter 2012-245 Laws of Florida, as amended

3. TERM

This Agreement shall be effective upon proper execution by both Parties and shall remain in effect for six months thereafter, or until the scope of services is complete, whichever is earlier. The Parties shall have two (2) one (1) year options for renewal for the periods referenced in the Scope of Services, subject to the mutual written agreement of the Parties. The Auditor shall not assign or otherwise dispose of, without first obtaining the written consent of Forward Pinellas, the services to be performed pursuant to this Agreement.

4. REPORTS AND COMMUNICATION

- A. The Auditor shall submit to Forward Pinellas written reports of the MPO and PPC audits. The reports shall contain expressions of opinion that the financial statements are fairly stated or, if a qualified or adverse or disclaimer of opinion is necessary, the reasons therefore.
- B. If reportable conditions or material weaknesses are noted in the control structure or other observed management weaknesses or variance from compliance requirements as specified in Section A, 3), a written report (management letter) will be issued identifying such weaknesses or noncompliance. The letter shall include written responses by governmental officials to the Auditor’s observations.
- C. The Auditor shall furnish one electronic and 14 bound copies of the report to Forward Pinellas, which shall include a copy to the Executive Director and each member of the Forward Pinellas Board.
- D. The Auditor, on a timely basis convenient to Forward Pinellas staff, shall provide a draft of the financial reports for review with Forward Pinellas by December 28, and shall issue the final reports by March 31 of each calendar year of the Agreement.

5. FORWARD PINELLAS ASSISTANCE

Forward Pinellas shall provide office space and internet access deemed adequate by the Auditor to efficiently conduct the audit, along with reserved parking space. Access to phones, printers, copiers and other such equipment will not be provided. The Forward Pinellas staff shall also provide and promptly respond to requests for all records necessary for the Auditor to expeditiously conduct the audit engagement. Forward Pinellas shall also prepare accounting schedules required by the Auditor.

6. COMPENSATION

In consideration of the satisfactory performance of the provisions of this Agreement, Forward Pinellas shall compensate the Auditor based on the maximum fee schedule set forth below:

<u>FISCAL YEAR</u>	<u>MAXIMUM FEE</u>
2016/17	
2017/18	
2018/19	

Interim progress billings may be submitted for services rendered to date, but not more often than monthly, upon submission of a statement of all services itemized sufficiently to enable Forward Pinellas to identify the costs.

7. RECORDS

The Auditor will keep adequate records and supporting documentation applicable to this contractual matter including audit work papers and records of time worked. Said records and documentation will be retained by the Auditor for a minimum of five (5) years from the end of the fiscal year to which it applies. Forward Pinellas and its authorized agent shall have the right to review, inspect, and copy all such records and documentation as often as it deems necessary during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours. Forward Pinellas, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect the record and documentation applicable to any audit of MPO and PPC records made at the direction of the Auditor.

8. REQUIRED CERTIFICATIONS

The Auditor shall obtain, execute, and comply with the following certifications:

- A. Insurance. The Auditor shall obtain adequate insurance and provide a certificate of said insurance pursuant to Exhibit C.
- B. Truth-In-Negotiation and Public Entity Crimes Certification. The Auditor agrees to execute the Truth-in-Negotiations Certificate as required by Section 11.45, Florida Statutes, attached to this Agreement as Exhibit A, as well as a Public Entity Crimes Certificate, as required by Section 287.133(3) (a), Florida Statutes, and attached to this Agreement as Exhibit B. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which Forward Pinellas determines the Agreement price was increased due to inaccurate or incomplete factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.
- C. Lobbying. In connection with this Agreement, the Auditor is required to complete Exhibit E” Certification Regarding Lobbying.”
- D. Debarment, Suspension, and Other Responsibility Matters. In connection with this agreement, the Auditor is required to complete Exhibit F ”Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.”

9. INDEMNIFICATION

The Auditor shall indemnify, pay the cost of defense, including attorney’s fees, and hold harmless Forward Pinellas from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property or by or from said Auditor, or by, or in consequence of any neglect in safeguarding the work; or by or on account of any act or omission, neglect, or misconduct of said Auditor; or by, or on account of any claim or amounts recovered under the “Workers’ Compensation Law” or a law, bylaws, ordinance, order, or decree, except only such injury or damage as shall be occasioned by the sole negligence of Forward Pinellas.

10. OFFICIAL NOTICE

All notices required by law and by this Agreement to be given by one party to the other shall be in writing and sent to the following addresses, unless and until the Auditor is notified otherwise in writing:

Forward Pinellas
Whit Blanton, Executive Director
310 Court Street
Clearwater, Florida 33756

All official notices to Forward Pinellas shall be sent by registered or certified mail, return receipt requested, unless and until the Auditor is notified otherwise in writing. All official notices given to the Auditor hereunder shall be forwarded to the Auditor at the following address:

Auditor

11. FISCAL FUNDING

Forward Pinellas, in both its roles as the MPO and PPC, is a bona fide agency of the State of Florida with its fiscal year ending on September 30 of each calendar. If Forward Pinellas does not appropriate sufficient funds to continue making the payments required under this Agreement or any of its Agreements for any of its fiscal year subsequent to the one in which this Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated. In this event, Forward Pinellas shall not be obligated to make any further payments due beyond said fiscal year.

12. DEFAULT AND TERMINATION

If the Auditor fails to keep or perform any of the terms, covenants, conditions or provisions in this Agreement that the Auditor is required to keep or perform, then within fifteen (15) days of Forward Pinellas becoming aware of the default, Forward Pinellas shall notify the Auditor of the default and demand the default to be cured. Upon receipt of said notice, the Auditor shall have fifteen (15) days from the date of the receipt to cure said default. Forward Pinellas shall have the right to temporarily withhold payment requests pending correction of any identified deficiencies or disallow funding for all or part of an activity not in compliance with this Agreement. All defaults shall be cured at the sole cost of the Auditor.

Upon the Auditor's failure to cure such default, Forward Pinellas may terminate this Agreement and may seek any and all such other remedies available in law or equity. Should Forward Pinellas need to pursue any available remedies as a result of the Auditor's default, Forward Pinellas shall be entitled to recover damages, including costs and attorneys' fees. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any further election of remedies.

13. TITLE VI AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Forward Pinellas and its subcontractors will not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d through 2000d-4, and Title 49 CFR, Part 21.

Forward Pinellas ensures, in accordance with 49 CFR Part 26 that certified Florida Department of Transportation (FDOT) Disadvantaged Enterprise Program (DBE) participants have an equal opportunity to received and participate in FDOT assisted contracts.

14. PROHIBITION AGAINST CONTINGENT FEES

The Auditor warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the Auditor to solicit or secure this Agreement and that the Auditor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the Auditor any fee,

commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

15. OBSERVANCE OF LAWS

The Auditor agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers.

The Auditor specifically acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et. seq, and regulations relating thereto. Failure to comply with this provision of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

In the event that the laws requiring this audit to be performed are amended or repealed, this Agreement may be amended to the extent required by such change in law and, in the event of repeal, the Agreement may be cancelled at the discretion of Forward Pinellas.

If a dispute arises regarding this Agreement, the Laws of Florida shall govern. Proper venue shall be in Pinellas County, Florida.

16. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement is intended to, or will be construed in any manner to, create or establish the relationship of employer/employee between the Parties. The Auditor is all will at all times be an independent contractor under the terms of this Agreement, and it is not acting as an employee of Forward Pinellas.

17. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby, and all other parts of this Agreement will remain in full force and effect.

18. WAIVER

Waiver of one or more covenants or conditions of this Agreement by Forward Pinellas shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Forward Pinellas to or of any act by the Auditor requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the Auditor.

19. ENTIRE AGREEMENT

This Agreement represents, together with all Exhibits and the corresponding RFP, the entire written Agreement between Forward Pinellas and supersedes all prior communications and proposals, whether electronic, oral, or written between Forward Pinellas and the Auditor with respect to this Agreement. This Agreement may be amended only by written instrument signed by both Forward Pinellas and the Auditor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

AUDITOR

By: _____

Print Name: _____

Title: _____

Date: _____

FORWARD PINELLAS

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

EXHIBIT "A"

TRUTH-IN-NEGOTIATION CERTIFICATE

EXHIBIT "B"

PUBLIC ENTITY CRIMES CERTIFICATE

EXHIBIT "C"

CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

Minimum Insurance Requirements

Prior to the time the Auditor is entitled to commence any part of the project, work, or service under this agreement, the Auditor shall procure, pay for and maintain at least the insurance coverage limits specified below. Said insurance shall be evidenced by delivery to Forward Pinellas of: 1) a Certificate of Insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required by Forward Pinellas, and listing all carriers issuing said policy; 2) a copy of each policy, including all endorsements listed below. The insurance requirement shall remain in effect throughout the term of this agreement.

1. Workers' compensation limits are required by law; employers' liability insurance of not less than \$500,000 for each accident.
2. Comprehensive general liability insurance including, but not limited to, independent contractor, contractual, premises/operations, products/completed operations, and personal injury covering the liability assumed under indemnification provisions of this Agreement, with limits for liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 combined single limits. Coverage shall be on an "occurrence" basis.
3. Professional liability insurance from management consultant errors and omissions liability insurance including but not limited to, general accounting, feasibility analysis, cost analysis with minimum limits of \$1,000,000 per occurrence if Occurrence Form is available; or Claims Made Form with "tale coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tale coverage" to be submitted with the invoice for final payment. In lieu of "tale coverage," Auditor may submit annually to Forward Pinellas current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) years. Any failure to comply with the provisions of this paragraph will be considered a material breach of this Agreement.
4. Comprehensive automobile and truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$1,000,000 each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an-occurrence basis, such insurance to include coverage for loading and unloading hazard. Each insurance policy shall include the following conditions by endorsement to the policy:

- A. Companies issuing the insurance policy, or policies, shall have no recourse against Forward Pinellas for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Auditor.
 - B. The term Forward Pinellas shall include all authorities, boards, bureaus, commissions, divisions, departments, committees, and offices of Forward Pinellas and individual members, employees thereof in their official capacities, and/or while acting on behalf of Forward Pinellas.
 - C. Forward Pinellas shall be endorsed to the required policy or policies as an additional insured exclusive of professional liability insurance and workers' compensation insurance.
 - D. The policy clause "other insurance" shall not apply to any insurance coverage currently held by Forward Pinellas to any such future coverage or to Forward Pinellas' self-insured retention or whatever nature.
5. Auditor hereby waives subrogation rights for loss or damage against Forward Pinellas.

EXHIBIT "D"

LETTER OF ENGAGEMENT

EXHIBIT "E"

CERTIFICATE REGARDING LOBBYING

EXHIBIT "F"

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –
PRIMARY COVERED TRANSACTIONS**