



## AGENDA

October 12, 2022 - 1:00 p.m.

333 Chestnut Street  
Clearwater, FL 33756  
The Palm Room

### THE PLANNING COUNCIL AND METROPOLITAN PLANNING ORGANIZATION FOR PINELLAS COUNTY

---

1. **CALL TO ORDER** (1:00)
2. **INVOCATION AND PLEDGE**
3. **CITIZENS TO BE HEARD**  
Citizen comments to the board are invited on items or concerns not already scheduled for public hearing on today's agenda. Please limit comments to three minutes.
4. **RECOGNITIONS AND ANNOUNCEMENTS** (1:10)
  - A. Welcome Returning Board Member Commissioner Gerard
5. **CONSENT AGENDA** (1:15)
  - A. Approval of Minutes of the September 14, 2022 Meeting
  - B. Approval of Committee Appointments
  - C. Approval of Agreement to Piggyback Contract for Audit Services
  - D. Approval of Complete Streets Interlocal Agreement with Pinellas County
  - E. Approval of the Transportation Disadvantaged Service Plan (TDSP) Update
  - F. Approval of Unified Planning Work Program (UPWP) Amendment
6. **PRESENTATION AND/OR ACTION ITEMS** (1:20)
  - A. PSTA Activities Report
  - B. TBARTA Activities Report
  - C. Target Employment & Industrial Land Study (TEILS) Update (Jared Austin)
  - D. Pinellas Aerial Gondola Feasibility Study (Steven Dale)
  - E. Establishment of Nominating Committee – Action
  - F. Election of Secretary – Action
7. **DIRECTOR'S REPORT** (2:30)
  - A. SPOTlight Update
  - B. Legislative Committee Update – Action
  - C. September 23, 2022 TMA Leadership Group Meeting Update
8. **INFORMATIONAL ITEMS** (2:45)
  - A. CPA Actions and Forward Pinellas Administrative Review Items
  - B. Fatalities Map
  - C. Pinellas Trail Data
  - D. Committee Vacancies

9. **UPCOMING EVENTS**

Oct 14 <sup>th</sup>	<a href="#">Elected Officials FDOT Safety Workshop</a> – 10:00 am - noon
Oct 26 <sup>th</sup>	<a href="#">FDOT Safety Workshop</a> – 11:00 am – 12:30 pm
Oct 27 <sup>th</sup>	<a href="#">Florida Metropolitan Planning Organization Advisory Council</a> – 3:00 pm
Nov 3 <sup>rd</sup>	<a href="#">Gulf Coast Safe Streets Summit</a>
Dec 14 <sup>th</sup>	Forward Pinellas Board Workshop

10. **ADJOURNMENT**

*Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the Office of Human Rights, 400 South Fort Harrison Avenue, Suite 300, Clearwater, Florida 33756; [(727) 464-4062 (V/TDD)] at least seven days prior to the meeting.*

*Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.*

**October 12, 2022**

**5. Consent Agenda**



---

**SUMMARY**

It is approved board procedure to place routine items under the Consent Agenda for approval with no discussion.

The Consent Agenda has been expanded to include those routine report items identified below. If an item requires discussion, that item may be removed from the Consent Agenda at the request of any member of the board, discussed, and acted upon separately.

- A. Approval of Minutes of the September 14, 2022 Meeting
- B. Approval of Committee Appointments
- C. Approval of Agreement to Piggyback Contract for Audit Services
- D. Approval of Complete Streets Interlocal Agreement with Pinellas County
- E. Approval of the Transportation Disadvantaged Service Plan Update (TDSP)
- F. Approval of Unified Planning Work Program (UPWP) Amendment

**October 12, 2022**



**5A. Approval of Minutes of the September 14, 2022 Meeting**

---

**SUMMARY**

The minutes from the September 14, 2022 meeting are attached for the board's review and approval.

**ATTACHMENT(S):** Minutes of the September 14, 2022 Forward Pinellas meeting

**ACTION:** Board to review and approve the September 14, 2022 meeting minutes.



# Board Meeting Minutes SEPTEMBER 14, 2022

## THE PLANNING COUNCIL AND METROPOLITAN PLANNING ORGANIZATION FOR PINELLAS COUNTY

---

The Forward Pinellas Board held this public meeting in person on September 14, 2022 at the Pinellas County Communications Building in the Palm Room. The meeting was called to order at 1:04 p.m. by Mayor Cookie Kennedy, Forward Pinellas Chair.

### The following members were present:

Joanne "Cookie" Kennedy, Chair, City of Indian Rocks Beach Mayor  
*Representing Beach Communities*  
David Allbritton, Treasurer, City of Clearwater Councilmember  
Karen Seel, Secretary, Pinellas County Commissioner (late arrival: 1:06)  
Julie Ward Bujalski, City of Dunedin Mayor  
Gina Driscoll, City of St. Petersburg Council Chair  
*Representing Pinellas Suncoast Transit Authority (PSTA)*  
Dave Eggers, Pinellas County Commissioner  
Richie Floyd, City of St. Petersburg Councilmember (late arrival: 1:07)  
Brandi Gabbard, City of St. Petersburg Councilmember  
Cliff Merz, City of Safety Harbor Commissioner  
*Representing Oldsmar, Safety Harbor and Tarpon Springs*  
Bonnie Noble, Town of Kenneth City Councilmember  
*Representing Inland Communities*  
Patti Reed, City of Pinellas Park Vice Mayor  
Michael Smith, City of Largo Vice Mayor

### Absent:

Janet C. Long, Vice-Chair, Pinellas County Commissioner

### Also Present

Whit Blanton, Executive Director, Forward Pinellas  
Maria White, Assistant County Attorney  
Forward Pinellas Staff  
Other Interested Individuals

## **The board approved the Urban Design Services Pilot Program Project Recommendations**

Forward Pinellas Planner Nousheen Rahman provided project recommendations for the Urban Design Services Pilot Program for 2022-2023. In March 2022, the Forward Pinellas Board approved the scope of services, fee estimate, and interlocal agreement with Pinellas County for this jointly-funded pilot program. Forward Pinellas then issued a call for projects to our various local governments, which required the submission of a letter of interest by those interested in receiving funds for a local project. Forward Pinellas has also worked with the urban design consultant, S&ME, who created the scopes for each local project proposal. The Forward Pinellas Board approved funding for the following projects submitted by the City of Clearwater and the Pinellas County Department of Housing & Community Development:

- The City of Clearwater is in the process of establishing a new Community Redevelopment Area (CRA) in the North Greenwood area. The city seeks to utilize the pilot program for design recommendations within the North Martin Luther King Jr. Avenue corridor, which is the historic heart of the community, with redevelopment and increased economic activity as priorities in the corridor. The City of Clearwater has also expressed its intent to commit \$25,000 of local funds to assist in covering the project's costs.
- Pinellas County has identified a need for urban design and architectural guidance for proposed developments to ensure compatibility with the surrounding neighborhood context. The following tasks describe the urban design services Pinellas County wishes to utilize under the pilot program:
  - General site plan guidance, which has a significant opportunity for urban design improvements and has the potential for shaping the pedestrian and/or public realm; site plan guidance for affordable housing developments with the intent to improve design aesthetics and compatibility with neighboring residential areas; and site plan guidance for areas such as Downtown Palm Harbor, where a recently adopted form-based code is applicable.

## **The board approved the Strategic Intermodal System Cost Feasible Plan Development**

The Strategic Intermodal System (SIS) is a system of transportation corridors and hubs that are designated by the state to be of strategic importance for the movement of goods and people. Every five years, the state develops the SIS Long Range Plan, which is FDOT's desired list of transportation projects for the strategically important corridors between now and 2050.

The SIS proposed projects in Pinellas County are:

- I-275 from 54<sup>th</sup> Ave S to Gandy Blvd. - add lanes and lane continuity improvements
- Gandy Blvd. east of 4<sup>th</sup> Street – add lanes, construct an overpass at Brighton Bay, and replace the bridge
- SR 686/Roosevelt Blvd. – connection from the Gateway Express to Roosevelt/MLK/9<sup>th</sup> Street
- US19 – construct interchanges at Tampa, Nebraska, Klosterman and Tarpon Ave; Alderman Road was left off the project list

Forward Pinellas staff provided suggested comments on the SIS Cost Feasible Plan for board review (a draft of the letter was provided in the agenda packet).

Commissioner Eggers inquired as to what improvements were being considered given that since the overpass at Tarpon Ave is no longer in the LRTP and staff is recommending keeping it out going forward. Mr. Blanton responded that the City of Tarpon Springs objected to the overpass itself, not other mobility or capacity improvements, as they objected to the bifurcation of their community. The next LRTP will provide clarity on future projects for this segment of US 19.

Commissioner Seel inquired as to whether Forward Pinellas should be recommending changing or removing projects, and if doing so would impact future available funding. Mr. Blanton noted that the MPO does not have that much leverage with the SIS in ensuring the scope of the projects reflects the desires of the local communities because the SIS is ultimately decided by Tallahassee. The inclusion of a project in the agency's Long Range Plan is the only leverage Forward Pinellas has concerning the nature of the SIS improvements. He clarified that the intent of the letter of comments is not to have any money shifted away from local priority projects, but to make sure the agency does its due diligence to fully investigate all options. Commissioner Seel recommended that such flexibility and retention of funding for whatever is ultimately decided for US 19 be clarified in the letter before finalizing it.

Building upon a citizen's request from several months ago, Commissioner Merz inquired if there were other options for the span of the Howard Frankland Bridge that is to be dismantled/discarded upon completion of the replacement bridge. He feels there are some good uses for retaining it, for walking, biking and fishing, for example, citing the fishing pier on the old Sunshine Skyway bridge.

Commissioner Eggers inquired about maintenance cost estimates for retaining the span.

Justin Hall with FDOT addressed the board, sharing that the maintenance costs for the bridge span are increasing each year, and \$10 to \$20 million is currently being spent every two to three years for that maintenance. In addition, the environmental analysis for the current construction project was predicated on the removal of the span, and if retained, the study would need to be done again for federal approval. Finally, the contractor for the project already has the equipment on site to demolish the span. He stated that retaining the span is not financially feasible.

Commissioner Seel made a motion to authorize the Executive Director to sign the Letter of Comments on the SIS Cost Feasible Plan, with the suggested changes to preserve funding for the US19 corridor projects and for adjusting the language to reflect we are still in the process of planning the future design and some flexibility is needed in that regard. Commissioner Eggers seconded the motion.

### **The board recognized the service of Commissioner Karen Seel**

This was Commissioner Seel's final meeting representing the Board of County Commissioners on the Forward Pinellas Board. Whit Blanton and Mayor Kennedy presented her with a gift from the Forward Pinellas Board. It was also announced that Commissioner Seel will be receiving a prestigious award for Outstanding Elected Official Leadership from the Association of Metropolitan Planning Organizations (AMPO) for her two decades of service on the Pinellas MPO. Board members expressed their sincere admiration, appreciation, and well wishes for her retirement.

### **The board recommended approval of three amendments to the Countywide Plan Map**

- The board recommended approval of three amendments:

- A request from Pinellas County to amend the property at 6464 54<sup>th</sup> Avenue North from Residential Medium to Residential High to construct additional multifamily dwelling units on the subject property, which would require an increase in density from what is currently allowed under the Residential Medium category. (12-0)
- A request from Pinellas County to amend the property at 3205 US Alternate 19 North from Residential Low Medium to Office as amending these 0.13 acres of property to the Office category will result in a consistent land use designation for the entirety of the property. (12-0)
- A request from the City of Clearwater to amend the property at 905 S. Highland Avenue from Office to Public/Semi-Public to allow for the property owners to build a YMCA facility for social/public and/or educational services. (12-0)

## **SPOTlight Updates**

- Staff has been working with the Town of Indian Shores and FDOT to construct a sidewalk for a two-mile stretch of Gulf Boulevard. The town's preferred design concept requires a five-foot easement to construct the full sidewalk, which will also help alleviate flooding issues. The right-of-way estimate is approximately \$25 million, with the construction costs estimated at \$15 million. As this roadway is not on the high-injury road network, FDOT and Forward Pinellas believe this was not a cost-efficient use of funding. FDOT did present to the Town other options that are less intrusive in terms of right-of-way. A meeting and workshop are planned with the Town of Indian Shores and FDOT to further discuss strategies and options to reduce the cost to a more manageable level.
- Forward Pinellas met with the Gateway Business Council about the potential formation of a Transportation Management Organization (TMO) that would engage the business community in working with employers and employees to define transportation needs and commute options in that area. The Business Council was receptive to the idea and a survey will be launched to the employers in the area to find out their needs and to determine if forming a TMO is the right strategy for addressing those transportation needs. The St. Petersburg Chamber of Commerce has indicated its interest in supporting the TMO.
- The Alt. 19 Investment Corridor Transition Plan is being rebranded as Advantage Alt. 19: Investing in People and Places. Public workshops will be held on both October 26, 2022, in Largo from 5:00 – 7:00 pm, location is still to be determined, and at the Seminole campus of St. Petersburg College. The dates for the latter workshops are still being finalized.
- The three MPOs serving the core Tampa Bay region and TBARTA recently held a meeting with Amtrak officials to determine their interest in developing rail transportation alternatives in Tampa Bay. Amtrak has an interest in the I-4 corridor, especially the connection possibility of the metro Orlando SunRail network to Lakeland, where Amtrak could then provide service from Lakeland to Tampa's Union Station. The TMA leadership group will be meeting on September 23, 2022, where interest will be gauged in further exploring this potential partnership with possible state support for future passenger rail service.
- The Forward Pinellas Board approved a millage increase for the FY 23 budget at its August meeting. However, a unanimous vote from the Board of County Commissioners was required for its approval but was not obtained. The millage approved by the BCC at its first public hearing on September 8<sup>th</sup> was 0.0210, which results in a \$274,000 deficit in relation to revenues, but gives the agency a \$350,000 fund balance moving into FY 24. This was a preliminary vote with the final BCC vote to be held on September 22, 2022.



## Other Items

- Forward Pinellas welcomed the new staff members:
  - Ariane Martins, Planner, joins us from Texas A&M University. She will be assisting Chelsea Favero on the new 2050 Long Range Transportation Plan.
  - Dana Santos, Communications and Outreach Specialist, comes to us from the University of Pennsylvania.
  - Cris Smith, Accounting Services Coordinator, joins us from Pinellas County Utilities. She will be working with grants management and assisting with finances at the federal and state level.
  - Kaitlyn Neiman, University of South Florida Intern, is an Urban and Regional Planning graduate student.
- PSTA Activities
  - Paul Levesque, PSTA's ASCE Master Transit Bus Technician, was selected by Florida's Public Transportation Association as the State of Florida's Technician of the Year. He will be honored at the Florida Public Transportation Association's annual conference.
  - The SunRunner will begin service on October 21, 2022.
  - PSTA's community Bus Plan will provide the technical basis for the development of capital operating priorities. A consultant will be procured providing considerable public engagement with an onboard rider survey. The effort and outcomes will also be consistent with the Advantage Pinellas Long Range Transportation Plan.
  - Councilmember Allbritton shared his appreciation and congratulations for PSTA receiving the \$20 million grant from the federal government for the Intermodal Center and thanked Forward Pinellas for its support, which is a big win for the City of Clearwater, PSTA and the region. Mr. Blanton thanked the City of Clearwater City Council for its support in helping to make this happen. Commissioner Seel shared that Councilmember Allbritton was quite the leader in making sure this went through.
- The Forward Pinellas Legislative Committee will begin meeting in October and board members were selected to serve on the committee in preparation for and throughout the upcoming legislative session. Councilmember Brandi Gabbard, Councilmember Patti Reed, Commissioner Dave Eggers, and Councilmember David Allbritton volunteered to serve and were approved by the board. An additional member is needed, and this open opportunity will be offered to new members joining the board in October or January.
- Mayor Julie Buljaski inquired as to an update on the Waterborne Transportation Plan. The County Administrator feels the amount requested for County funding is not in line with what he feels the county's obligation should be. He wants to see private dollars invested first. Mayor Buljaski feels there should be another Waterborne Transportation Committee meeting to develop a strategy. Commissioner Eggers agrees and feels there needs to be a deeper dive into this. A workshop was suggested.
- Public Comment:
  - Gail Conroy addressed the board over a great concern about the pesticide poisons being used by maintenance workers and their negative effects on the bee population.
  - Park Chapman also sent in an email that was read regarding recent pedestrian and bicycle tragedies in the county, asking what happened to the slogan, "wear white at night or carry a light" and has asked Forward Pinellas to think about promoting this slogan.

**Action Sheet**  
**September 14, 2022**

At its September meeting, the Forward Pinellas Board took the following official actions:

- **Consent Agenda** (vote: 12-0)  
Approved to include the following:
  - A. Approval of Minutes of the August 10, 2022 Meeting
  - B. Approval of Committee Appointments
  - C. Approval of Scopes, Fees and Agreements for the St. Pete Beach and Treasure Island Gulf Boulevard Safety Studies.
  - D. Approval of Complete Streets Interlocal Agreement with the City of St. Pete Beach
  - E. Approval of Amendments to Corridor Enhancement Grant Agreement with the City of St. Petersburg
  - F. Cancellation of December Public Hearings and Repurpose Board Meeting to a Workshop
  - G. Approval of Scope and Fees for Development of Socioeconomic Data Projections

- **Countywide Plan Map Amendment(s)**

Three cases were approved:

1. CW 22-18 – Pinellas County (vote: 12-0)
2. CW 22-19 – Pinellas County (vote: 12-0)
3. CW 22-20 – City of Clearwater (vote: 12-0)

- **The board approved the Urban Design Services Pilot Program**

Following a presentation by Nousheen Rahman, Forward Pinellas staff, the board approved the projects for the Urban Design Services Pilot Program. (vote: 12-0)

- **The board approved the Strategic Intermodal System Cost Feasible Plan Development**

Following a presentation by Chelsea Favero, Forward Pinellas staff, the board authorized staff to send Forward Pinellas letter of comments on the Strategic Intermodal System District 7 Cost Feasible Plan to the Department of Transportation. (vote: 12-0)

- **The board nominated and confirmed members to the Legislative Committee**

Following discussion by Whit Blanton, Forward Pinellas staff, the board nominated and confirmed member appointments to the Legislative committee. (vote: 12-0)

---

Chair

October 12, 2022

**5B. Approval of Committee Appointments**



---

**SUMMARY**

- **CAC**

**Mark Birenbaum** applied for an At Large seat. would like to be a part of the Citizens Advisory Committee. Mark is active in City and County road safety in Clearwater due to increase in traffic and would like to be a part of the contributions to road safety.

- **TCC**

Pinellas County Public Works has submitted a request to replace Tom Washburn with Jeff Thompson as alternate to the TCC for the Traffic Division and to show Erin Lawson as primary representative to the TCC for the Engineering Division, with Tom Washburn and Brent Hall as alternates.

**ATTACHMENT(S):**

- CAC Membership Listing
- Application for Mark Birenbaum
- TCC Membership Listing

**ACTION:** Board, in its role as the metropolitan planning organization, to approve Mark Birenbaum as a citizen representative on the CAC and Jeff Thompson as Alternate for Public Works to the TCC.

**STAFF RECOMMENDATION:** Staff recommends the board approve the appointments as outlined above.

# **CITIZENS ADVISORY COMMITTEE MEMBERSHIP LIST**

## **St. Petersburg Area**

1. Vacant
2. Vacant
3. Chris Griffin (03/09/22)
4. Renya Maku (05/11/22)

## **Clearwater Area**

5. Luis Serna (06/14/17)
6. Bill Jonson (06/13/18)

## **Dunedin Area**

7. Karen Mullins (07/09/14)
8. Bob Henion (02/12/20)

## **Pinellas Park and Mid-County Area**

9. Tracey Schofield (02/12/20)
10. Brian Scott (09/11/19)

## **Largo Area**

11. Paul Wallace (03/14/18)
12. Vacant

## **Beaches Area**

13. Tristan Brockwell (05/11/22)
14. Vacant

## **Gulfport, Kenneth city, Seminole, Belleair, So. Pasadena, Belleair Bluffs Area**

15. Caron Schwartz (02/14/18) (Gulfport)

## **Tarpon Springs, Oldsmar, Safety Harbor Area**

16. Tammy Vrana (Chair) (05/13/15)
17. Kathleen Smith (04/14/21)

## **At Large**

18. Tony Stillo (05/13/20) (Clearwater)
19. Vacant
20. Duncan Kovar (Vice-Chair) (07/12/17) (Safety Harbor)
21. Vacant
22. Brian Kelly (04/13/22) (Seminole)
23. Connie Bruce (04/14/21) (Pinellas Park)
24. George Thurlow (04/14/21) (Gulfport)
25. Marita Lynch (05/11/22) (Clearwater)
26. Mark Birenbaum (10/12/22) (Clearwater)

## **TRAC**

27. Gloria Lepik-Corrigan (01/09/19)



## TECHNICAL COORDINATING COMMITTEE MEMBERSHIP LIST

### Pinellas County Public Works (Traffic)

Joan Rice (Chair)  
 Alternates: Tom Washburn & Gina Harvey

### Pinellas County Planning

Scott Swearengen  
 Alternate: Evan Johnson

### Pinellas County School Board

Joseph Camera  
 Alternate: Autumn Westermann

### Department of Environmental Protection

Vacant  
 Alternate: Vacant

### TBARTA

Chris Jadick  
 Alternate: Vacant

### Clearwater Planning Department

Jayne Lopko  
 Alternate: Lauren Matzke

### Clearwater Traffic Operations

Cory Martens  
 Alternate: Dave Larremore

### Dunedin Traffic Engineering

Russell Ferlita  
 Alternate: Vacant

### Indian Rocks Beach

Hetty Harmon  
 Alternate: Vacant

### Largo Community Development –Engineering

Barry Westmark  
 Alternate: Rafal Cieslak/Megan Dion, PE

### Pinellas Park Planning Department

Erica Lindquist  
 Alternate: Derek Reeves

### Safety Harbor

Cecilia Chen  
 Alternate: Marcie Stenmark

### Pinellas County Public Works (Eng.)

Erin Lawson  
 Alternate: Jeff Thompson & Brent Hall

### Pinellas County Environmental Mgmt.

Sheila Schneider  
 Alternate: Vacant

### Pinellas Suncoast Transit Authority

Jacob Labutka  
 Alternate: Nicole Dufva

### Tampa Bay Regional Planning Council

Brian Ellis  
 Alternate: Vacant

### Beach Communities

Vacant

### Clearwater Engineering

Roger Johnson  
 Alternate: Bennett Elbo

### Dunedin Planning

Frances Leong Sharp  
 Alternate: George Kinney

### Gulfport

Mark Griffin  
 Alternate: Mike Taylor

### Largo Community Development

Taylor Hague  
 Alternate: Alicia Parinello

### Oldsmar

Daniel Simpson  
 Alternate: Jacob Marchand

### Pinellas Pk. Storm Water & Transportation

Dan Hubbard  
 Alternate: David Chase

### St. Petersburg/Clearwater Int'l Airport

Vacant

**St. Petersburg Engineer & Capital Improve Dept.**

Evan Birk  
Alternate: Kevin Jackson

**St. Petersburg Transport. & Parking Mgmt. Dept.**

Cheryl Stacks  
Alternate: Lucas Cruse

**Seminole**

Wesley Wright  
Alternate: Vacant

**Treasure Island**

Kathy Gademer  
Alternate: Camille Krochta

**St. Petersburg Plan & Econo. Develop. Dept.**

Tom Whalen  
Alternate: Derek Kilborn

**St. Pete Beach**

Vacant  
Alternate: Brandon Berry

**Tarpon Springs Planning**

Caroline Lanford  
Alternate: Pat McNeese

**FDOT (technical support)**

Jensen Hackett

October 12, 2022

**5C. Approval of Agreement to Piggyback Contract for Audit Services**



---

**SUMMARY**

Earlier this year we were informed by the Florida Department of Transportation (FDOT) that the Federal Highway Administration (FHWA) had identified FDOT as noncompliant with the 49 Code of Federal Regulations (CFR) 26 requirements for the metropolitan planning organization (MPO) program area. This area of non-compliance was related to Disadvantaged Business Enterprise (DBE) provisions and affected any past procurements (i.e., Project Advertisements, Notices to Bidders, RFP/RFQs, contract templates, and related documents) for consultant services that use federal funds.

In the subsequent months, Forward Pinellas was prevented from initiating new consultant work authorizations or agreement extensions while FHWA and FDOT negotiated a corrective action plan. Once the corrective action plan was finalized, each MPO was directed to amend each consultant contract to incorporate the required DBE language to include FDOT’s race-neutral program goal and to ensure that the contract documents contain the required civil rights clauses, including the nondiscrimination in contracting statement (49 CFR 26.13), Title VI nondiscrimination clauses and FDOT DBE specifications.

With this guidance, we began the process of amending our contracts with 22 consulting firms to include audit services for the Pinellas Planning Council (PPC) and MPO. These contracts were set to expire on June 30, 2022, and we were able to execute extensions with most of the firms prior to the expiration date.

Unfortunately, we were unable to extend our agreement for audit services before the expiration date. The typical process to secure another auditor involves the issuance of a procurement for competitive proposals which takes about 3-4 months to complete. The PPC and MPO audits would not be completed in time and would materially affect the FY24 budget development process.

Given that situation, we can use or “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided in the contract in the interest of the public. The Pinellas Suncoast Transit Authority (PSTA) has an audit services contract with Cherry Bekaert that meets the 49 CFR 26 requirements and includes a “piggyback” provision. Cherry Bekaert was the auditor for the agency in the past and most recently completed the audit for the year ending September 30, 2019. The firm is very familiar with the finance and accounting practices of the PPC and MPO and should be able to begin working right away.

If the board approves, Cherry Bekaert will provide audit services for the PPC and MPO for one year. We will issue a new procurement for audit services to coincide with the expiration of this “piggybacking” agreement.



**ATTACHMENT(S):** DRAFT Agreement to Piggyback for Audit Services for the PPC and MPO

**ACTION:** Board to approve agreement and the scope of work and fee for audit services for the PPC and MPO.

**AGREEMENT TO PIGGYBACK CONTRACT FOR AUDIT SERVICES**

This agreement (“AGREEMENT”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the FORWARD PINELLAS, acting as the Pinellas Planning Council and Pinellas County Metropolitan Planning Organization (“FORWARD PINELLAS”) and Cherry Bekaert, LLP, (“AUDITOR”) (collectively the “PARTIES”).

**WITNESSETH:**

**WHEREAS**, FORWARD PINELLAS has the legal authority to “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

**WHEREAS**, FORWARD PINELLAS is a public entity subject to Chapter 119, Florida Statutes; and

**WHEREAS**, FORWARD PINELLAS requires an AUDITOR who can audit the MPO’s and PPC’s financial statements; and

**WHEREAS**, the AUDITOR has previously entered into an agreement with the Pinellas Suncoast Transit Authority (PSTA) to provide financial auditing services, including providing annual year-end financial audits (the “CONTRACT”) dated April 22, 2020, a copy of which is attached hereto as Exhibit “A”, which those parties entered into upon PSTA’s award of a bid to the AUDITOR for Financial Auditing Services, Request for Proposals (RFP) No. 20-240192. A copy of RFP No. 20-240192 and the AUDITOR’s response to RFP No. 20-240192 is attached hereto as Exhibit “B”; and

**WHEREAS**, FORWARD PINELLAS desires to “piggyback” into the above-referenced CONTRACT between the AUDITOR and PSTA dated April 22, 2020, for the utilization of the same or similar services for Financial Auditing Services, and the AUDITOR consents to the aforesaid “piggybacking.”

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the PARTIES hereby agree as follows:

- 1. RECITALS.** The recitals set forth above are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda and the AUDITOR’s Response (attached hereto as Exhibit B).
- 3. SCOPE OF SERVICES.** The AUDITOR, at the direction of FORWARD PINELLAS, shall furnish the financial auditing services, including providing annual year-end financial audits, as further described and in accordance with the specifications, tasks,

and scope of work set forth in the RFP (the “Services”). The AUDITOR acknowledges that it has read the specifications and understands them.

4. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for one (1) year.
5. **TERMS OF PERFORMANCE.**

**5.01 Task Order Based Contract.** FORWARD PINELLAS will issue written orders for the tasks that it needs to be completed (“Task Orders”). All Task Orders must be within the scope of the RFP. Upon issuance, the AUDITOR shall respond in writing with specifications for the Task Orders, including the key personnel that will be assigned, an estimate of the hours required and the total cost to complete the Task Orders and all deliverables, a schedule of all tasks, deliverables, and proposed completion date, and any other information required by the RFP or which may be requested by FORWARD PINELLAS in order for FORWARD PINELLAS to monitor the Task Orders. The AUDITOR shall not begin work on any Task Orders until FORWARD PINELLAS has reviewed and approved the AUDITOR’S specifications for each Task Order, incorporating any changes or modifications FORWARD PINELLAS deems necessary, in its sole discretion. Once approved, the Task Orders shall be appended to this Agreement and incorporated as an exhibit and all work and deliverables shall be completed by the date set forth in the Task Orders unless modified in writing by the Parties. In the event a Task Order approved during the term of this Agreement has a completion date beyond the term of this Agreement set forth in Paragraph 3 above, the terms and conditions of this Agreement shall be automatically extended through the completion of the Task Order.

**5.02 Representatives.** Prior to the start of any work under this Agreement, the AUDITOR shall designate primary and alternate representatives, who will have management responsibility for the Services and who have the authority to act on technical matters and resolve problems with the Services and the Contract Documents, to FORWARD PINELLAS in writing. Such designation shall include the contact information (including phone numbers) of the AUDITOR’s representatives. FORWARD PINELLAS will advise the AUDITOR in writing of the personnel who will represent FORWARD PINELLAS in the administration of the Contract Documents. Such writing from FORWARD PINELLAS may include the specific duties of each individual and each representative’s limits of authority.

**5.03 Non-exclusive Contract.** FORWARD PINELLAS specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the best interest of FORWARD PINELLAS.

**5.04 Auditor Responsibility.** The AUDITOR shall provide services of first quality, and in accordance with customary standards of the various trades and industries

involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by the AUDITOR in the omission of any part or detail of the Services.

- 6. COMPENSATION.** In consideration of the AUDITOR's faithful performance of the Contract Documents, FORWARD PINELLAS agrees to pay the AUDITOR based on the maximum fee schedule set forth in Exhibit D, which shall not be exceeded unless this Agreement is amended by the Parties. The AUDITOR shall submit invoices to FORWARD PINELLAS no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. FORWARD PINELLAS will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, et. seq., Florida Statutes.

**6.01 Invoices.** All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, et. seq., Florida Statutes, and must include a progress report showing the actual tasks performed and their relationship to the fee claimed and electronically delivered to wblanton@forwardpinellas.org or his Forward Pinellas staff designee.

**6.02 Disputed Invoices.** In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

**7. WARRANTIES AND COVENANTS.**

**7.01 Patent, Trademark, Copyright, and Trade Secret.** The AUDITOR warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold FORWARD PINELLAS, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. FORWARD PINELLAS shall promptly notify the AUDITOR of any such claim. FORWARD PINELLAS makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and FORWARD PINELLAS shall not be liable to the AUDITOR for any such claim brought against the AUDITOR. If any invention, improvement, or discovery of the AUDITOR is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the AUDITOR agrees to notify FORWARD PINELLAS immediately and provide a detailed report. The rights and responsibilities of the AUDITOR and FORWARD PINELLAS with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

**7.02 Covenants Against Gratuities.** The AUDITOR warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of FORWARD PINELLAS with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

**7.03 E-Verify.** The AUDITOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by the AUDITOR throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by the AUDITOR, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

## **8. DELAY IN PERFORMANCE/FORCE MAJEURE.**

**8.01 Time is of the Essence.** The timely receipt of Services to FORWARD PINELLAS is essential. If any Services are not performed on time, FORWARD PINELLAS may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from the AUDITOR any increased costs and damages thereby incurred by FORWARD PINELLAS.

**8.02 Unavoidable Delay.** If the performance of the Services, and all deliverables thereunder, is unavoidably delayed, FORWARD PINELLAS may, in its sole and absolute discretion, extend the time for completion for a determined number of days of an excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the AUDITOR'S performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of the AUDITOR, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused the AUDITOR to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

**8.03 No Damages for Delay.** The AUDITOR shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by FORWARD PINELLAS. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in the scope of the Project, or substantial increases in the costs of performing the work under the Contract Documents.

**8.04 Notification.** The AUDITOR shall notify FORWARD PINELLAS as soon as the AUDITOR has, or should have had, knowledge that an event has occurred which will delay the completion of the Services. Within five (5) working days, the AUDITOR will confirm such notice in writing, furnishing as much detail as is available and including any request for an extension of time. The AUDITOR shall supply, as soon as such data is available, any reasonable proofs that are required by FORWARD PINELLAS to make a decision on any request for an extension. FORWARD PINELLAS will examine the request and any documents supplied by the AUDITOR and will determine if the AUDITOR is entitled to an extension and the duration of such extension. FORWARD

PINELLAS will notify the AUDITOR of its decision in writing. It is expressly understood and agreed that the AUDITOR will not be entitled to any extension and the granting of such extension is at the sole discretion of FORWARD PINELLAS. It is further expressly understood that the AUDITOR shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

## **9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

**9.01 Claims for Damages.** Should the AUDITOR suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to FORWARD PINELLAS within five (5) days of when the AUDITOR knew or should have known of such injury or damage.

**9.02 Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by FORWARD PINELLAS or the AUDITOR shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**9.03 Attorney's Fees.** In the event of legal action or other proceeding arising under this Agreement, FORWARD PINELLAS shall be entitled to recover from the AUDITOR all its reasonable attorneys' fees and cost incurred by FORWARD PINELLAS in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against the AUDITOR. FORWARD PINELLAS also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to FORWARD PINELLAS. The reasonable costs to which FORWARD PINELLAS will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

## **10. INDEMNIFICATION.**

**10.01 Indemnification.** The Parties recognize that the AUDITOR is an independent contractor. The AUDITOR agrees to assume liability for and indemnify, hold harmless, and defend FORWARD PINELLAS, its board members, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions,

causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of FORWARD PINELLAS, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of FORWARD PINELLAS, its officers, employees, agents, and attorneys. This includes claims made by the employees of the AUDITOR against FORWARD PINELLAS, and the AUDITOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The AUDITOR'S liability hereunder shall include all attorneys' fees and costs incurred by FORWARD PINELLAS in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which FORWARD PINELLAS is entitled pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however, terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

**10.02 Control of Defense.** Subject to the limitations set forth in this provision, the AUDITOR shall assume control of the defense of any claim asserted by a third party against FORWARD PINELLAS arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the AUDITOR's expense. The AUDITOR shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the AUDITOR of any of its obligations hereunder. If the AUDITOR assumes control of the defense of any third-party claim in accordance with this paragraph, the AUDITOR shall obtain the prior written consent of FORWARD PINELLAS before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the AUDITOR shall not assume or maintain control of the defense of any third-party claim, but shall pay the fees of counsel retained by FORWARD PINELLAS and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of FORWARD PINELLAS, be detrimental in any material respect of the reputation of FORWARD PINELLAS; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) the AUDITOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

## **11. MISCELLANEOUS PROVISIONS**

**11.01 Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or

understandings. There are no representations or warranties unless set forth in the Contract Documents.

**11.02 Notices.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

FORWARD PINELLAS:  
Whit Blanton, FAICP, Executive Director  
310 Court Street  
Clearwater, Florida 33756  
[wblanton@forwardpinellas.org](mailto:wblanton@forwardpinellas.org)

AUDITOR:  
Lauren Strobe  
Cherry Bekaert, LLP  
401 East Jackson Street, Suite 1200  
Tampa, Florida 33602  
[lstrobe@cbh.com](mailto:lstrobe@cbh.com)

Either Party may change its above-noted address by giving written notice to the other Party in accordance with the requirements of this Section 11.02.

**11.03 Waiver of Remedies for any Breach.** In the event that FORWARD PINELLAS elects to waive its remedies for any breach by the AUDITOR of any covenant, term, or condition of this Agreement, such waiver by FORWARD PINELLAS shall only be valid if set forth in writing and shall not limit FORWARD PINELLAS' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**11.04 Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.

**11.05 Modification.** The Contract Documents may not be amended or altered without prior written approval by FORWARD PINELLAS. The AUDITOR shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by FORWARD PINELLAS.

**11.06 Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.



**11.07 Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

**11.08 Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

## **12. REQUIRED CERTIFICATIONS AND ASSURANCES.**

**12.01 Insurance.** The AUDITOR shall obtain adequate insurance and provide a certificate of said insurance pursuant to Exhibit E.

**12.02 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 F, 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 G. 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.

**12.03 Lobbying.** In connection with this Agreement, the AUDITOR is required to complete Exhibit H "Certification Regarding Lobbying."

**12.04 Debarment, Suspension, and Other Responsibility Matters.** In connection with this Agreement, the AUDITOR is required to complete Exhibit I "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions."

**12.05 Title VI and Disadvantaged Business Enterprise Program.** The AUDITOR, including its subconsultants, 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, or any other protected class as defined by state or federal law.

As a recipient of Federal funds, FORWARD PINELLAS is required to administer a Disadvantaged Business Enterprise ("DBE") Program in compliance with all laws, regulations, Executive Orders, and guidance including, but not limited to, 49 CFR Part 26. The FORWARD PINELLAS DBE program also applies to its AUDITORS who receive Federal funds through the Florida Department of Transportation ("FDOT"). A race-neutral DBE aspirational goal of 10.65% has been established.

The policy of FORWARD PINELLAS regarding DBEs, as defined in 49 CFR Part 26, includes the following:

1. To ensure equal opportunity to receive and participate in U.S. Department of Transportation (USDOT)-assisted contracts;
2. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
3. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
4. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
5. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
6. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The AUDITOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The AUDITOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts including an obligation to enter DBE commitments and payments into the Equal Opportunity Compliance System (EOC) system. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as FORWARD PINELLAS deems appropriate, which may include, but is not limited to: withholding of payments to AUDITOR under this Agreement; assessing sanctions; assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of the AUDITOR from eligibility to contract with FORWARD PINELLAS in the future or to receive bid packages or request for proposal packages. FDOT maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with the identification and use of DBEs.

**12.06 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 have appropriate sufficient funds to continue making the payments required under this Agreement or any of its agreements for any fiscal year subsequent to the one in which this Agreement is executed or entered into, including but not limited to the result of the receipt of insufficient funds from the Florida Department of Transportation or Federal Highway Administration, then this Agreement shall be terminated effective upon the expiration of the fiscal year in which sufficient funds were last appropriated, without penalty or expense to FORWARD PINELLAS. In this event, FORWARD PINELLAS shall not be obligated to make any further payments due beyond said fiscal year.

**12.07 Conflict of Interest.** By executing this Agreement, the AUDITOR, which shall include its Executive Directors, officers and employees, represents that it presently has no interest in and shall acquire no interest, either directly or indirectly, in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the AUDITOR'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes, but is not limited to, any direct or indirect financial interest in any of the material and equipment manufacturers, suppliers, distributors, or AUDITORS who will be eligible to supply material and equipment for the Agreement for which furnishing its services is required hereunder.

The AUDITOR further covenants and agrees that, when a former FORWARD PINELLAS employee is employed by the AUDITOR, the AUDITOR will require that strict adherence by the former employee of, Section 112.3185, Florida Statutes, is a condition of employment of said former employee. These Statutes will by reference be made a part of this Agreement as though set forth in full. The AUDITOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

If, in the sole discretion of the FORWARD PINELLAS Executive Director or designee, a conflict of interest is deemed to exist or arise during the term of the Agreement, the FORWARD PINELLAS Executive Director or designee may cancel this Agreement, effective upon the date so stated in the Written Notice of Cancellation, without penalty to FORWARD PINELLAS.

**12.08 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. Notwithstanding Section 13 herein, failure to comply with this provision of this Agreement shall be considered a material breach and shall be grounds for immediate termination of this Agreement, without an opportunity to cure.

**12.09 Governing Law and Agreement Execution.** The laws of the federal government and the State of Florida shall govern this Agreement. The proper venue shall be in Pinellas County, Florida, or the nearest location having proper jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the last day and year written below.

PINELLAS PLANNING COUNCIL AND PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

Attest:

By: \_\_\_\_\_  
Whit Blanton, FAICP  
Forward Pinellas Executive Director

Approved as to form:

By: \_\_\_\_\_  
Maria C. White  
Assistant County Attorney

AUDITOR: \_\_\_\_\_  
Lauren Strobe, CPA  
Cherry Bekaert, LLP

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A: Agreement between PSTA and Cherry Bekaert, LLP to Furnish Financial Auditing Services



## EXHIBIT K

### AGREEMENT TO FURNISH FINANCIAL AUDITING SERVICES

THIS AGREEMENT to Furnish Financial Auditing Services (“Agreement”) is made on April 22, 2020, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida 33716 and Cherry Bekaert LLP (“Contractor”), a Limited Liability Partnership with its principal place of business located at 401 East Jackson Street, Suite 1200 Tampa, FL 33602 (collectively, the “Parties”).

WHEREAS, PSTA issued Request for Proposals No. 20-240192 for Financial Auditing Services on January 10, 2020 (the “RFP”); and

WHEREAS, Contractor timely submitted an offer in response to the RFP on or before February 4, 2020 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its Board of Directors Meeting on April 22, 2020(the “Effective Date”) for a total amount not to exceed \$354,000.00(“Total Contract Price”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The above recitals are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), Contractor’s Best and Final Offer (BAFO), if any (attached as Exhibit 2), and Contractor’s Response (attached hereto as **Exhibit 3**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between Exhibits will be resolved in the following order:

Exhibit 1	RFP
Exhibit 2	Contractor’s BAFO
Exhibit 3	Contractor’s Response

- 3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish the financial auditing services, including providing annual year-end financial audits, as further described and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”). Contractor acknowledges that it has read the specifications and understands them.
- 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years. This Agreement may be renewed upon written notice from PSTA for up to two (2) additional one (1) year terms (each a “Renewal Term”).

## 5. TERMS OF PERFORMANCE.

**5.01 Task Order Based Contract.** PSTA will issue written orders for the tasks that it needs completed (“Task Orders”). All Task Orders must be within the scope of the RFP. Upon issuance, Contractor shall respond in writing with specifications for the Task Orders, including the key personnel that will be assigned, an estimate of the hours required and total cost to complete the Task Orders and all deliverables, a schedule of all tasks, deliverables, and proposed completion date, and any other information required by the RFP or which may be requested by PSTA in order for PSTA to monitor the Task Orders. Contractor shall not begin work on any Task Orders until PSTA has reviewed and approved the Contractor’s specifications for each Task Order, incorporating any changes or modifications PSTA deems necessary, in its sole discretion. Once approved, the Task Orders shall be appended to this Agreement and incorporated as an exhibit and all work and deliverables shall be completed by the date set forth in the Task Orders, unless modified in writing by the Parties. In the event a Task Order approved during the term of this Agreement or any Renewal Term and has a completion date beyond the term of this Agreement set forth in Paragraph 4 above, the terms and conditions of this Agreement shall be automatically extended through the completion of the Task Order.

**5.02 Representatives.** Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representatives, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor’s representatives. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative’s limits of authority.

**5.03 Non-exclusive Contract.** PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA’s best interest.

**5.04 Contractor Responsibility.** Contractor shall provide services of first quality, and in accordance with customary standards of the various trades and industries involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services.

**6. COMPENSATION.** In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the prices and hourly rates bid as set forth in Contractor’s Response. However, all payments to Contractor individually and in the aggregate shall not exceed the maximum price set forth in the Total Contract Price. Payment shall be made only for work, which is actually performed and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. PSTA will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes.

**6.01 Invoices.** All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes, with all details prescribed by PSTA in the RFP, and delivered to the following address:



Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
3201 Scherer Drive  
St. Petersburg, Florida 33716  
or via electronic mail to:  
[AccountsPayable@psta.net](mailto:AccountsPayable@psta.net)

**6.02 Disputed Invoices.** In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

## 7. WARRANTIES AND COVENANTS.

**7.01 Patent, Trademark, Copyright, and Trade Secret.** Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

**7.02 Covenants Against Gratuities.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

**7.03 E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

**7.04 Piggybacking.** Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

## 8. DELAY IN PERFORMANCE/FORCE MAJEURE.





**8.01 Time is of the Essence.** The timely receipt of Services to PSTA is essential. If any Services are not performed on time, PSTA may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

**8.02 Unavoidable Delay.** If performance of the Services, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

**8.03 No Damages for Delay.** Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Project or substantial increases in the costs of performing the work under the Contract Documents.

**8.04 Notification.** Contractor shall notify PSTA as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

## **9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

**9.01 Claims for Damages.** Should Contractor suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within five (5) days of when Contractor knew or should have known of such injury or damage.

**9.02 Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**9.03 Attorneys' Fees.** In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs,

as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

## **10. INDEMNIFICATION.**

10.01 Indemnification. The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent arising out of the negligence or misconduct of Contractor in the execution, performance, or nonperformance of Contractor's obligations under this Agreement, including the breach of this Agreement, whether or not due to or caused by the passive negligence of PSTA, its board members, officer, employees, agents, and/or attorneys, excluding only the active negligence of PSTA, its board members, officers, employees, agents, and/or attorneys. . This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, (a) this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes, and (b) the maximum aggregate liability of Contractor with respect to this paragraph only shall not exceed the sum of ten million dollars (\$10,000,000.00). The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

**10.02 Control of Defense.** Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences,



discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

## 11. MISCELLANEOUS PROVISIONS.

**11.01 Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

**11.02 Notices.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

**To PSTA:**

Pinellas Suncoast Transit Authority  
Attn: Brad Miller, CEO  
3201 Scherer Drive  
St. Petersburg, FL 33716

**To Contractor:**

Cherry Bekaert LLP  
Attn: Scott Anderson  
401 East Jackson Street, Suite 1200  
Tampa, FL 33602

***With required copy to:***

Alan S. Zimmet, B.C.S.  
Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Section 11.02.

**11.03 Waiver of Remedies for any Breach.** In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**11.04 Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.

**11.05 Modification.** The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.



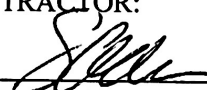
**11.06 Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

**11.07 Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

**11.08 Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

By:   
Duly Authorized Designee

PSTA:

By:   
Brad Miller, CEO

WITNESS/ATTEST:

By:   
\_\_\_\_\_

Attest:  
  
Rachael Cappolla, Executive Assistant

Approved as to form:

By:   
Alan S. Zimmer, General Counsel

Exhibit B: RFP No. 20-240192 and the Cherry Bekaert, LLP response



**SOLICITATION, OFFER AND AWARD FORM**

**REQUEST FOR PROPOSALS**

<b>1. SOLICITATION #:</b> RFP 20-240192	<b>4. BRIEF DESCRIPTION:</b>  Auditing Services
<b>2. ISSUE DATE:</b> 1/10/2020	
<b>3. FOR INFORMATION CONTACT:</b> <b>NAME:</b> Edith Randle <b>PHONE:</b> 727-540-1867 <b>FAX:</b> N/A <b>E-MAIL:</b> erandle@psta.net	

**5. CONFERENCE:** (See Exhibit C for more information.)

For WebEx: **Meeting number** (access code): 733 987 032 **Meeting Password:** 240192

**Click here to join the**

[Join meeting](#)

**LOCATION:** 3201 Scherer Drive Vendor Room      **DATE AND TIME:** 1/21/2020, 10:00 a.m., Eastern Standard Time  
St. Petersburg, FL 33716

<b>6. SUBMIT OFFER TO THE FOLLOWING ADDRESS:</b> Pinellas Suncoast Transit Authority (PSTA) Attn: Procurement Department, RFP- 20-240192 3201 Scherer Drive St. Petersburg, FL 33716	<b>7. OFFER SUBMISSION DUE DATE AND TIME:</b> 02/04/2020, 10:00 a.m. Eastern Standard Time
---	---

**8. SUBMIT WITH OFFER:** One original hard copy and one electronic copy (flash drive) including the exhibits and attachments listed on Page 2 of this form.

**9. FIRM OFFER PERIOD:** Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above.

**10.** This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated on Page 2 of this form.

**OFFER**

(To be completed by Offeror)

**11. DISCOUNT FOR PROMPT PAYMENT:** \_\_\_\_\_%, \_\_\_\_\_ Calendar Days (Please refer to Invoice and Payment clauses in Exhibit D)

**12.** If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

**13. ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date	Amendment Number and Date	Amendment Number and Date

<b>14. OFFEROR'S NAME AND ADDRESS:</b> (Type or Print)	<b>15. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS):</b> (Type or Print)
<b>TELEPHONE:</b> <b>CELL PHONE:</b>	<b>16. OFFEROR'S REPRESENTATIVE SIGNATURE &amp; DATE:</b>
<b>E-MAIL:</b> <b>FAX:</b>	

**AWARD**

(To be completed by PSTA)

<b>17. ACCEPTED AS TO:</b>	<b>18. TOTAL AMOUNT OF AWARD:</b>	<b>19. CONTRACT NUMBER:</b>
----------------------------	-----------------------------------	-----------------------------

**20. PSTA'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

<b>NAME</b>	<b>FORM DESCRIPTION</b>	<b>FORM #</b>	<b>SUBMIT WITH OFFER</b>
Cover Sheet	Solicitation, Offer and Award Form	CS-01	YES
Schedule	Schedule	S-01	YES
Exhibit A	Representations and Certifications	A-02	YES
Exhibit B	Special Solicitation Instructions and Conditions	B-01	
Exhibit C	Solicitation Instructions and Conditions	C-03	
Exhibit D	Special Provisions	D-01	
Exhibit F	General Provisions	F-02	
Exhibit G	Disadvantaged Business Enterprise Provisions	G-03	YES, ATTACHMENTS 1 & 2
Exhibit H	Specifications or Statement of Work	H-01	
Exhibit K	Contract	K-01	YES
	Offeror's Proposal	X	YES

**Pinellas Suncoast Transit Authority (PSTA)**

**RFP-20-240192 Auditing Services**

**SCHEDULE**

CAUTION: A false statement in any offer submitted to PSTA may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

**THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.**

The rates include all costs that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pick-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

**Base Term Three (3) Year**

Line Item	Description	QTY	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	Auditing services	1	YR		\$0.00
2	NTD agreed upon procedures	1	YR		\$0.00
<b>Total Price For Base period of 3 yrs</b>					\$0.00
<b>Optional Services</b>					
3	Paraprofessional	1	HR		\$0.00
4	Junior Account	1	HR		\$0.00
5	Senior Account	1	HR		\$0.00
6	Manager	1	HR		\$0.00
7	Partner	1	HR		\$0.00
8	Specialists	1	HR		\$0.00
9	Additional grants that qualify for single audit testing	1	LS		\$0.00
<b>Total ---&gt;</b>					\$0.00

**Option Year One (1)**

Line Item	Description	QTY	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	Auditing services	1	YR		\$0.00
2	NTD agreed upon procedures	1	YR		\$0.00
<b>Total Price For Option Year one (1) yr</b>					\$0.00
<b>Optional Services</b>					
3	Paraprofessional	1	HR		\$0.00
4	Junior Account	1	HR		\$0.00
5	Senior Account	1	HR		\$0.00
6	Manager	1	HR		\$0.00
7	Partner	1	HR		\$0.00
8	Specialists	1	HR		\$0.00
9	Additional grants that qualify for single audit testing	1	LS		\$0.00
<b>Total ---&gt;</b>					\$0.00



**Option Year Two (2)**

Line Item	Description	QTY	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	<b>Auditing services</b>	1	YR		\$0.00
2	NTD agreed upon procedures	1	YR		\$0.00
<b>Total Price For Option Year two (2) yr</b>					\$0.00
<b>Optional Services</b>					
3	Paraprofessional	1	HR		\$0.00
4	Junior Account	1	HR		\$0.00
5	Senior Account	1	HR		\$0.00
6	Manager	1	HR		\$0.00
7	Partner	1	HR		\$0.00
8	Specialists	1	HR		\$0.00
9	Additional grants that qualify for single audit testing	1	LS		\$0.00
<b>Total ---&gt;</b>					\$0.00
<b>TOTAL PRICE OFFER ---&gt;</b>					<b>\$0.00</b>

**NAME & TITLE OF OFFEROR'S REPRESENTATIVE:**

\_\_\_\_\_  
 (Print or Type Name & Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**EXHIBIT A**  
**REPRESENTATIONS AND CERTIFICATIONS**  
**(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)**

\*\* NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER \*\*

**TABLE OF CONTENTS**

1. Contingent Fee .....	1
2. Covenant Against Gratuities .....	1
3. Disadvantaged Business Enterprise (DBE) .....	1
4. Interest of Public Officials .....	2
5. Parent Company and Identifying Data .....	2
6. Type of Business .....	2
7. Certification of Independent Price Determination .....	3
8. Communication Policy and Certification .....	3
9. Conflict of Interest Certification .....	4
10. Non-Discrimination Assurance .....	4
11. Disadvantaged Business Enterprise Goals .....	4
12. Execution of Contract .....	4
13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion .....	4
14. Certification of Restrictions on Lobbying .....	5
15. Verification of Employment Status Certification .....	5
16. Scrutinized Companies Certification .....	5

**REPRESENTATIONS**

**1. Contingent Fee**

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

has  has not

been employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

has  has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

**2. Covenant Against Gratuities**

The offeror represents as part of its offer that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in this contract. The offeror further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

**3. Disadvantaged Business Enterprise (DBE)**

The offeror represents as part of its offer that it (Mark one with an "X"):

is  is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native

Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

**4. Interest of Public Officials**

The offeror represents and warrants that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in this contract.

**5. Parent Company and Identifying Data**

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is  is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

[Empty rectangular box for Employer's Identification Number]

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP AND PHONE):

[Empty rectangular box for parent company name and address]

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

[Empty rectangular box for parent company's Employer's Identification Number]

**6. Type of Business**

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

- an individual
- a sole proprietorship
- a partnership
- a corporation
- another entity \_\_\_\_\_.

(b) If incorporated, under the laws of the State of:

[Empty rectangular box for State of incorporation]

(c) Age of the firm: \_\_ years, \_\_ months

(d) Previous year's annual gross receipts:

- less than \$500K
- \$500K - \$2 mil.
- \$2 mil. - \$5 mil.
- more than \$5 mil.

## CERTIFICATIONS

### 7. Certification of Independent Price Determination

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

### 8. Communication Policy and Certification

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Purchasing Agent identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, PSTA contractors, or PSTA consultants) other than the individual, or person(s) and on subjects approved by the Purchasing Agent listed in the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

**NONE**

Name of PSTA Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

---

**9. Conflict of Interest Certification**

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

**10. Non-Discrimination Assurance**

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

**11. Disadvantaged Business Enterprise Goals**

If goals have been established, by submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

**12. Execution of Contract**

Upon award of this solicitation by PSTA's Board of Directors, the offeror agrees to execute the contract attached as Exhibit K.

**13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

(1) The offeror certifies to the best of its knowledge and belief that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation.

---

**14. Certification of Restrictions on Lobbying**

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by a bidder, any member of the offeror's staff, any agent or representative of the offeror, whether compensated or not, or any person employed by any legal entity affiliated with or representing the offeror shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded.

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a offeror from contacting the purchasing division or PSTA's general counsel to address situations such as clarification and/or questions related to the procurement process or protest.

For the purposes of this paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the offeror itself, any employee of the offeror, the offeror's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the offeror. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County). The final award of the contract shall be the effective date of the contract.

Any board member, officer, evaluation/selection committee member, employee, agent or attorney who has been lobbied will immediately report the lobbying activity to the Authority's Chief Executive Officer.

**15. Verification of Employment Status Certification**

In accordance with State of Florida Executive Order Number 11-116, the offeror certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by offeror during the contract term who perform employment duties under any resulting contract to this solicitation and (a) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any resulting contract to this solicitation utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**16. Scrutinized Companies Certification**

By executing this certification, the contract associated with this solicitation and each and every renewal thereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, the offeror certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications are true as of the time offeror submitted its bid or proposal and as of the effective date of any renewal. Notwithstanding anything contained in this solicitation to the contrary, PSTA may terminate the contract resulting from this solicitation immediately if: (1) the offeror is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) the offeror is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to PSTA at law. The provisions of this section shall only apply if the contract total is in excess of one million U.S. dollars (\$1,000,000.00).

\*\*\*\*\*

**SIGNATURE BLOCK FOR ALL  
REPRESENTATIONS & CERTIFICATIONS**

\*\*\*\*\*

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Signature:

TYPE NAME:

DATE:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

## EXHIBIT B

### SPECIAL SOLICITATION INSTRUCTIONS and CONDITIONS

#### Table of Contents

1. Introduction .....	1
2. Proposal Preparation and Format .....	1
3. Number of Contracts Anticipated to be Awarded .....	2
4. Evaluation .....	2
5. Evaluation Criteria.....	2
6. Selection Procedure.....	4
7. Evaluation of Option Pricing .....	5
8. Incorporation of Offeror's Proposal .....	5

#### 1. Introduction

Pinellas Suncoast Transit Authority (PSTA or the Authority) is an independent special district created by special act of the Legislature in 1984, merging the St. Petersburg Municipal Transit System and the Central Pinellas Transit Authority to provide Pinellas County with a cohesive public transit system. A fleet of 210 buses and 16 trolleys serve 38 fixed routes throughout Pinellas County.

Pinellas County is 280 square miles with approximately 954,569 residents (2010 Census). Pinellas County is located along the west coast of Florida and includes a corridor of smaller beach communities along the Gulf of Mexico. Pinellas County is the second smallest county in the state of Florida; however, it is the most densely populated county in the state and is nearly three times more densely populated than the next closest county.

The Authority serves most of the unincorporated area and 19 of the County's 24 municipalities. This accounts for 98% of the County's population and 97% of its land area. The cities of St. Pete Beach, Treasure Island, Kenneth City, Belleair Beach, and Belleair Shore are not members of the Authority; however, St. Pete Beach and Treasure Island do contract for trolley service.

During fiscal year 2019, PSTA's vehicles traveled a total of 8.9 million revenue miles, providing approximately 663,583 hours of service, and 12.1 million passenger trips.

Pinellas Suncoast Transit Authority (PSTA or The Authority) is releasing this Request for Proposal (RFP) to engage the services of a certified public accounting firm to provide annual year-end financial audit and related services as further described below, for the fiscal years September 30, 2020, 2021, 2022, and two optional years.

#### 2. Proposal Preparation and Format

- (a) Offerors shall submit original proposal and one (1) CD or USB flash drive, including the exhibits and attachments listed on Page 2 of this form.
- (b) All proposal sheets and the original forms must be executed and submitted in a sealed envelope.
- (c) Unnecessarily elaborate proposals or lengthy presentations are not desired.
- (d) Proposals shall be organized as follows:
  - Section 1 Introduction and Submittals (Forms and Exhibits)
  - Section 2 Qualifications
  - Section 3 Partner, Supervisory and Staff Qualifications and Experience
  - Section 4 Audit Approach



Section 5 Price

Section 6 Exceptions

### **3. Number of Contracts Anticipated to be Awarded**

- (a) One (1) contract award will be made.

### **4. Evaluation**

Proposals will be evaluated for award based on the evaluation criteria provided in Paragraph 5, for a total of 1000 maximum points.

### **5. Evaluation Criteria**

Pursuant to section 218.391, Florida Statutes, PSTA's Board of Directors has established an auditor selection committee which will evaluate the proposals received in response to this solicitation and which has established the following criteria for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

#### **Section 1 – Introduction and Submittals (5 maximum pages) (No Points):**

A. A letter of introduction to include:

- (i) A statement of the type of firm, partnership or other teaming arrangement and members. A list and description of ownership, office location, and principal office where the majority of the Authority's work will be performed with contact information;
- (ii) The Solicitation, Offer and Award Form;
- (iii) A fully completed Exhibit A;
- (iv) A fully completed Exhibit G, Attachment 1.
- (v) Independence; Section 1 shall include a statement that it is independent of PSTA as defined by Generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.
- (vi) License to Practice in Florida; A statement should be included indicating that the firm and all assigned Key professional staff, including sub-contractors, are properly registered/licensed to practice in Florida.
- (vii) Although there is no specific requirement, describe any plans you have for Disadvantage Business Enterprise (DBE) or Minority, Women Business Enterprise (MWBE) participation.

#### **Section 2 - Qualifications: (5 maximum pages) (200 maximum points)**

1. The proposal should demonstrate the qualifications of the firm and of the professional staff to be assigned to this engagement. Indicating that all professionals are in compliance with the Continuing Professional Education (CPE) requirements outlined in the Government Auditing Standards 2018 revision. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past two (2) years and membership in professional organizations relevant to the performance of this audit. **(100 maximum points)**

2. The Offeror shall submit a copy of the report of its most recent external quality control review with a statement whether that quality control review included a review of specific government engagements. **(50 maximum points)**
3. The Offeror shall provide information on the results of any federal or state desk reviews or field reviews of the audits during the last three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with the federal and state and regulatory bodies or professional organizations. **(50 maximum points)**

**Section 3 - PARTNER, SUPERVISORY AND STAFF EXPERIENCE 10 Page Limit Not Including Resumes (275 maximum points)**

1. Offeror must have a minimum of five (5) years' experience in conducting financial audits on public transportation authorities, or other State of Florida municipalities or authorities. Demonstrate past experience and performance, and the extent of experience with audits of public transportation authorities. **(100 maximum points)**
2. For the staff assigned to this project, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. **(100 maximum points)**
3. Offeror must have experience in conducting reviews in accordance with Federal Single Audit requirements. **(25 maximum points)**
4. The size of the firm and the number of staff with governmental audit experience. **(25 maximum points)**
5. A list of any and all subcontractors intended to be used on this project, along with the scope of work expected to be assigned to each subcontractor and a detailed experience statement for the subcontractor in that particular area. **(25 maximum points)**

**Section 3 - Audit Approach: (3 maximum pages) (325 maximum points)**

1. The proposal should set forth a work plan, including an explanation of the audit methodology to be followed and to perform the services required in this request for proposals. In developing the work plan, reference should be made to such sources of information as PSTA's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.
2. Offerors will be required to provide the following information regarding their audit approach:
  - A detailed work plan and calendar that clearly indicates how the final deliverables will be completed on a timely basis.
  - Level of staff and number of hours to be assigned to each proposed segment of the engagement.
  - Estimated sample sizes and the extent to which statistical sampling is to be used in the engagement.
  - Extent of use of software in the engagement and description of the type.
  - Type and extent of analytical procedures to be used in the engagement.
  - Approach to be taken to gain an understanding of the PSTA's internal control structure.

- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.
- The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the PSTA staff.

### **Section 5 - Price: (1 maximum page) (200 maximum points)**

The Proposal should contain all pricing information relative to performing the audit engagement as described in this Request for Proposal and indicate a fee for the audit of the financial statements. The fees should contain all direct and indirect costs including all out-of-pocket expenses. Out of pocket expenses, including travel, cannot be billed as a separate item. List the fees for each of the three fiscal years ending September 30, 2020, 2021, and 2022, and the two optional years. The Proposal should include the following itemized information:

1. The fee for the audit of the financial statements.
2. Include a schedule of professional rates by partner, specialist, supervision and staff, etc. that supports the total all-inclusive maximum price.
3. Include an amount for additional grants that qualify for single audit testing in future years.
4. Separate out cost of the NTD agreed upon procedures.

### **Section 6 – Exceptions (No Percentage)**

Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, etc., supplemental Contractor Agreements, shall not be considered unless the offeror specifically identifies them in this section. Exceptions are, however, strongly discouraged and may not be accepted by the Authority. As with price, offerors are strongly encouraged to contact the Purchasing Agent well in advance of the deadline for receipt of offers with any proposed changes to the Authority's terms and conditions.

NOTE: PSTA will conduct oral interviews and may make a final Contract award based on the above criteria following information received at those interviews.

No PSTA employee, officer, or agent, including any member of the auditor selection committee, may participate in the selection, award, or administration of a PSTA contract if a real or apparent conflict of interest would exist. Such a conflict would exist when any of the following parties has a material financial or other interest in a firm selected for award: any employee, officer, or agent of PSTA; any member of his/her immediate family; his/her partner; or an organization employing or about to employ any of the preceding. Any interest as owner or stockholder of one percent (1%) or less in such a firm shall not be deemed to be a material financial interest, but serving as director, officer, offeror, or employee of such an organization would be deemed a material interest.

## **6. Selection Procedure**

- (a) The selection procedure shall follow section 218.391, Florida Statutes.
- (b) The auditor selection committee established by the PSTA Board of Directors will evaluate technical proposals **applying the evaluation factor(s) above.**

- (c) The auditor selection committee will rank, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified to perform the required services after considering the factors established above and will provide its ranking and recommendation to PSTA's Board of Directors. If fewer than three (3) firms apply, the auditor selection committee will rank the responding firms.
- (d) The PSTA Board of Directors, or its designee, may inquire of qualified firms, including as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract pursuant to section 218.391, Florida Statutes.
- (e) **The final selection and award of contract will be made by the PSTA Board of Directors, in its sole and absolute discretion.**

## **7. Evaluation of Option Pricing**

- (a) Failure of a Offeror to provide pricing for all "Line Items" may be cause for rejection of the proposal as unacceptable. Offerors should insert "N/C", for items provided at "no charge" to the Authority.
- (b) The quantities specified in the Schedule as "Estimated" are the Authority's best estimates only and are to be used as a basis for assessing price.
- (c) Also, to be eligible for award the Offeror must provide pricing for "Option Years." In evaluating and assigning price points, option pricing shall be considered.

## **8. Incorporation of Offeror's Proposal**

The successful offeror's proposal will be incorporated into the resulting contract, by reference or full text. This includes any revisions and supplements through the date set for submission of best and final offers, if applicable.

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**  
**ST. PETERSBURG, FLORIDA**  
**EXHIBIT C**  
**SOLICITATION INSTRUCTIONS AND CONDITIONS**  
**(REQUEST FOR PROPOSALS)**

**Table of Contents**

1.	Acknowledgment of Amendments to Request for Proposals .....	1
2.	Award of Contract.....	1
3.	Rights of PSTA in Solicitation Process .....	2
4.	Cancellation of Solicitation .....	2
5.	Confidential Data .....	2
6.	Discounts.....	3
7.	Late Submissions, Modifications and Withdrawals of Offers .....	3
8.	Multiple or Alternate Offers Not Accepted.....	3
9.	Pre-Proposal Conference and Questions Concerning the Solicitation .....	3
10.	Preparation of Offers .....	4
11.	Solicitation Confidentiality .....	4
12.	Submission of Offers .....	4
13.	Access to Records .....	5
14.	Omission.....	5
15.	Code of Ethics .....	5
16.	Public Entity Crimes .....	5
17.	Protest Procedures.....	5
18.	Order of Precedence .....	6

**1. Acknowledgment of Amendments to Request for Proposals**

(a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

(b) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (3) by letter or telegram. The Authority must receive the acknowledgment by the time and at the place specified for receipt of offers.

**2. Award of Contract**

(a) The contract for this solicitation will be awarded by PSTA's Board of Directors, in its sole and absolute discretion, to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Authority, price and other factors considered. A responsible bidder is one who affirmatively demonstrates to the Authority that the bidder has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement.

(b) The Authority reserves the right to reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(c) The Authority may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the solicitation, offers may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(d) The PSTA Board of Directors may award a contract based on the offer received from the highest evaluated offeror without discussion.

(e) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

### **3. Rights of PSTA in Solicitation Process**

PSTA may investigate the qualifications of any Proposer under consideration. PSTA may require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. In addition to any rights conveyed by Florida law, PSTA specifically reserves the right to:

- (a) Disqualify any Proposer in accordance with the information contained in this solicitation
- (b) Reject any or all of the proposals, in its sole and absolute discretion
- (c) Remedy errors in the solicitation documents
- (d) Cancel the entire solicitation
- (e) Issue subsequent solicitation(s) for the same or similar services
- (f) Rank firms and negotiate with the highest ranking firms
- (g) Select the proposal(s) it believes will serve the best interest of PSTA
- (h) Appoint evaluation committees to review proposals
- (i) Seek the assistance of outside technical experts to review proposals
- (j) Approve or disapprove the use of particular subcontractors and suppliers
- (k) Establish a short list of Proposers eligible for discussions after review of written proposals
- (l) Solicit best and final offers (BAFO) as part of its negotiations with the Proposers
- (m) Determine whether or not a Proposer is a responsible Proposer
- (n) Reject any part of a proposal
- (o) Negotiate with any, all, or none of the Proposers
- (p) Award a contract to one or more Proposers
- (q) Accept other than the lowest priced proposal
- (r) Request any necessary clarifications or proposal data without changing the terms
- (s) Disqualify Proposer(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s)
- (t) Waive any informalities or irregularities in any proposal, to the extent permitted by law

The issuance of this solicitation does not bind or commit PSTA to enter into a contract with any of the Proposers and does not create any property interest or expectation of any award.

The Authority may accept any item or group of items of any offer, unless the proposer qualifies the offer by specific limitations. Unless otherwise provided in this solicitation, proposals may be submitted for any quantities less than those specified, and the Authority reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the proposer specifies otherwise in the offer.

### **4. Cancellation of Solicitation**

This solicitation may be cancelled by the Authority before or after receipt of offers or proposals in accordance with the Authority's procurement policies.

### **5. Confidential Data**

Each offeror shall clearly mark each page of the proposal that contains trade secrets or other confidential commercial or financial information which the proposer believes is exempt from disclosure under Chapter 119, Florida Statutes. If a Proposer fails to clearly mark such information, or marks its entire proposal as a confidential trade secret, the Authority will be under no obligation to treat such information as confidential or exempt under Chapter 119, Florida Statutes. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the Authority in accordance with the Florida laws, rules and regulations.

**6. Discounts**

(a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at a point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by the Authority, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of the Authority's check.

**7. Late Submissions, Modifications and Withdrawals of Offers**

(a) Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is the only offer received and is received on the date specified for receipt of offers.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a) of this provision.

(c) The only acceptable evidence to establish:

(1) the date of mailing of a late offer or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope and wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the offer, modification or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by an employee of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and

(2) the time of receipt at the Authority is the time-date stamp of the Authority on the offer wrapper or other documentary evidence of receipt maintained by the Authority.

(3) the date of mailing of a late offer, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d)(1) of this provision. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.

**8. Multiple or Alternate Offers Not Accepted**

(a) Definitions.

(1) Multiple offers means more than one offer submitted, each satisfying the specific stated requirements of the solicitation.

(2) Alternate offers means an offer submitted that may depart from the specific stated requirements of the solicitation.

Unless otherwise specified in this solicitation, multiple or alternate offers shall not be accepted in response to this solicitation. All multiple or alternate offers shall be rejected; provided however, that if the offeror clearly identifies a primary offer, it shall be evaluated and considered for award as though it were the only offer submitted.

**9. Pre-Proposal Conference and Questions Concerning the Solicitation**

(a) A pre-proposal conference may be held for all interested parties to discuss the solicitation requirements.

(b) Questions and requests for clarification relating to this solicitation, shall be submitted in writing, to the contact person identified in Block 3 of the Solicitation, Offer and Award Form, by email, or commercial courier, at least three (3) working days in advance of the scheduled conference to allow sufficient time for responses to be considered and prepared by the Authority. Questions concerning the solicitation that are not addressed at the conference, if one is held, shall be submitted in writing no later than five (5) working days in advance of the offer submission due date and time, which is the minimum

time required for the Authority's reply to reach offerors before the offer submission due date and time, as required by the "Acknowledgement of Amendments to the Invitations for Bids" clause. Questions received less than five (5) working days in advance of the offer submission due date and time will be responded to only if the Authority determines that the question and its response would have a material and substantive impact on the solicitation.

## **10. Preparation of Offers**

(c) Offerors are expected to examine the Schedule, solicitation instructions, Special Provisions, General Provisions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so will be at the offeror's risk.

(d) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by the Authority for submitting an offer and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

(e) Pricing for the property or services offered shall be provided by offerors in the format required by the Authority. Where property is being offered, the prices offered shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(f) Offers for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation.

(g) The offeror must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(h) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Florida holiday, in which event the period shall run to the end of the next business day.

## **11. Solicitation Confidentiality**

(a) Offerors are cautioned that until this solicitation is either awarded or cancelled, they may have contact only with the contact person identified in the Solicitation, Offer and Award Form. Discussions or communications regarding this solicitation with any other personnel associated in any capacity with the Authority, its consultants, contractors or members of its Board of Directors, are strictly prohibited.

(b) Any violation of this restriction may result in the disqualification of the offeror from further participation in this procurement, and from award of any contract or subcontract under this solicitation.

## **12. Submission of Offers**

(a) Offers and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Authority at the address specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the offeror's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic or electronic (email, facsimile) offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written, telegraphic or electronic (email, facsimile) notice, provided such notice is received prior to the hour and date specified for receipt of offers.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the Authority. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the offeror shall include the legal name of the offeror and a statement whether the offeror is a sole proprietorship, a corporation, or any other legal entity. A offeror for a corporation shall further give the state of incorporation.



### **13. Access to Records**

- A) The offeror agrees to provide PSTA or any authorized representatives access to any books, documents, papers and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- B) The offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C) The offeror agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until PSTA or any duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

### **14. Omission**

Notwithstanding the provision of drawings, technical specifications or other data by PSTA, the Offeror shall have the responsibility of supplying all details required to make an accurate proposal of services offered even though such details may not be specifically mentioned in the specifications.

### **15. Code of Ethics**

With respect to this proposal, if any offeror violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such offeror may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services.

### **16. Public Entity Crimes**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a offeror, supplier, subofferor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0 17 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

### **17. Protest Procedures**

A. Right to Protest – Any interested party, who wishes to protest a PSTA decision or intended decision concerning a bid or a contract award, shall file a written Notice of Protest with the CEO/ED of PSTA within seventy-two hours after the posting of the bid tabulation or after the issuance of the notice of PSTA's decision or intended decision and shall file a formal written protest within ten days after the date of the Notice of Protest. The formal written protest shall state with particularity the basis of the protest, including the facts and law upon which the protest is based, and providing any supporting documentation. Failure to file a Notice of Protest or failure to file a formal written protest within the time periods set forth above shall constitute a waiver of protest.

B. Providing a Bond – Any firm or person who files a protest shall file with PSTA, at the time of filing the formal written protest, a bond payable to PSTA in an amount equal to one percent of the estimate of the total value of the contract or \$5,000, whichever is less. Such bond shall be conditioned upon payment of all costs 16 which may be adjusted against the protestor upon the conclusion of the protest proceedings. If the protest determination is not in favor of the protestor, PSTA shall recover all costs, damages and charges incurred by it during the protest, excluding attorneys' fees. Upon payment of such costs and charges by the person or firm protesting the decision or intended decision, the bond shall be returned.

C. Consideration of Protest – PSTA’s CEO/ED will consider all protests of a PSTA decision or intended decision concerning a bid solicitation or a contract award where the protestor has complied with the requirements of subsections A and B of this Article. When the CEO/ED is a member of the committee that makes a recommendation or intended decision, the CEO/ED shall designate a Department Director to consider the protest. The CEO/ED or his/her designee shall not consider any protest presented orally or not presented within the time limits set forth in subsection A. The CEO/ED or his/her designee shall provide the protestor and all other bidders with a written determination of the protest within fifteen (15) days of receiving the formal written protest. The CEO/ED’s or his/her designee’s decision is final. The CEO/ED or his/her designee may provide an opportunity to resolve the protest by mutual agreement between the parties within seven days, excluding Saturdays, Sundays and legal holidays, of PSTA’s receipt of the formal written protest.

D. Stay of Procurement During Protests – There shall be no stay of the bid process or the procurement during protests.

E. Notice to Bidders – Bid tabulations with recommendations will be posted on a bulletin board maintained at PSTA’s principal place of business for purposes of posting bid tabulations. Upon receipt of a formal written protest, PSTA will give notice of the protest to all bidders, or if the bid already was awarded at the time the protest was filed with PSTA, only to the successful bidder. When a protest results in a delay of an award of the contract pending the disposition of the protest, the bidder or bidders whose bids might become eligible for award will be requested, before expiration of the time for acceptance of their bids (with consent of sureties, if any) to extend the time for acceptance so as to avoid the need for re-advertisement and re-bidding.

### **18. Order of Precedence**

In the event of any inconsistency between the provisions of the solicitation (including any resulting contract), the inconsistency shall be resolved by giving precedence in the following order:

- (1) the Form of Contract (Exhibit K);
- (2) the Schedule (Form S-01)
- (3) Representations and Certifications (Exhibit A; Form A-01);
- (4) Special Solicitation Instructions and Conditions (Exhibit B; Form B-01);
- (5) Solicitation Instructions and Conditions (Exhibit C; Form C-05);
- (6) Special Provisions (Exhibit D; Form D-01);
- (7) General Provisions (Exhibit F); and
- (8) The Specifications or Statement of Work (Exhibit H);
- (9) Solicitation, Offer, and Award Form (Cover Sheet CDS-01); and
- (10) Disadvantaged Business Enterprise Provisions (Exhibit G).

**EXHIBIT D  
SPECIAL PROVISIONS**

**Table of Contents**

1. Type of Contract ..... 1  
 2. Term of Contract ..... 1  
 3. Exercise of Option ..... 1  
 4. Ordering ..... 1  
 5. Availability of Funds ..... 2  
 6. Invoicing and Payment ..... 2  
 7. Warranty of Service ..... 2  
 8. Minimum Insurance Requirements ..... 3  
 9. Key Personnel ..... 5  
 10. Contract Identification Number ..... 5

**1. Type of Contract**

- a) This is a fixed price indefinite quantity, indefinite delivery contract for the supplies and/or services specified elsewhere in the contract.
- b) Except for any limitations on quantities, which may be specified elsewhere in this contract, there is no limit on the number of orders that may be issued.
- c) Orders issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order.
- d) The contract shall govern the Contractor's and Authority's rights and obligations with respect to that order, to the same extent as if the order were completed during the contract's effective period.

**2. Term of Contract**

The term of contract shall be for three (3) years from the date of the award of contract, with two (2) one-year options to follow.

**3. Exercise of Option**

- (a) The Authority may exercise the option listed on the Schedule of this contract by written notice to the Contractor within the term of the contract. If feasible, the Authority shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Authority to an extension, and any absence of notice shall not affect the validity of any exercise of the option to extend the term of this contract.
- (b) If the Authority exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) year(s) from contract award.

**4. Ordering**

- (a) Any services to be furnished under this contract shall be obtained by the issuance of orders. The Contracting Officer and his designated representative(s) are the only individuals with the authority to place orders against this contract.
- (b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall control.
- (c) Orders may be issued by electronic mail with an attached order.

---

**5. Availability of Funds**

Funds are not presently available for performance under this contract beyond the current fiscal year. The Authority's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Authority for any payment may arise for performance under this contract beyond the current fiscal year, until the Contractor receives notice of availability of funds, in writing, from the Contracting Officer.

**6. Invoicing and Payment**

(a) The Contractor may offer a discount for prompt payment.

(b) Invoices shall be submitted once per month and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the Authority under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the Authority; (5) unique traceable invoice number(s); and (6) any other information necessary to demonstrate entitlement to payment under the terms of the contract. Failure to provide the above critical information may result in the rejection and return of the invoice for resubmission with complete data.

(c) Invoices shall be paid in accordance with the Florida Prompt Payment Act, section 218.72, et. seq.. To ensure timely processing of payments, all invoices must be sent to the attention of Accounts Payable at [AccountsPayable@psta.net](mailto:AccountsPayable@psta.net) or by mail to the following address:

Pinellas Suncoast Transit Authority (PSTA)  
Attn: Accounts Payable  
3201 Scherer Drive  
St. Petersburg, Florida 33716

(d) Progress payments will be allowed where a determination of work performed can be verified by PSTA's Project Manager and where the schedule extends beyond a two-week period. PSTA reserves the right to hold back all or part of payments due until any defective work is corrected or cured. This holdback shall not constitute a breach by PSTA. If defective work cannot be cured or Contractor refuses to cure defective work upon request by PSTA within a reasonable time as specified herein, PSTA may use the holdback payments as partial liquidated damages for cost and expenses to cure the defective work. However, PSTA has the right to seek additional damages beyond the holdback payments to cure defective work caused by the Contractor to the extent allowed by law.

(e) The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contract receives from PSTA. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of PSTA.

**7. Warranty of Service**

"Acceptance" as used in this clause, means the act of an authorized representative of the Authority by which the Authority assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

Notwithstanding inspection and acceptance by the Authority or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 45 days after discovery of the defect. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Authority does not require correction or re-performance.

For a period of 180 days after the date of Acceptance by PSTA, known hereafter as the "Warranty Period", Contractor is required to correct or re-perform at no cost to the Authority, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Authority thereby, or make an equitable adjustment in the contract price.

## **8. Minimum Insurance Requirements**

(a) Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by PSTA. The policies of insurance shall be primary and written on forms acceptable to PSTA and placed with insurance companies approved and licensed by the Insurance Department in the State of Florida in accordance with all laws, and meet a minimum financial **AM Best rating** of no less than:

- "A - Excellent: FSC VII."

Insurance certificates are to be provided to the Procurement and Contracts Administration Department as part of the bid response.

(b) The following amounts and types of insurance are the minimum requirements of the Contractor/Vendor. The required policies of insurance shall be performable in Pinellas County, Florida, and shall be construed in accordance with the laws of the State of Florida. PSTA reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. PSTA reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage PSTA deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. PSTA does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

(c) To document required insurance is in effect, Certificates of Insurance shall be provided to PSTA during the life of the contract or work performed. No work shall commence under the Contract unless and until the required Certificates of Insurance are provided and approved by PSTA. The required certificates shall be supplied with your proposal, on or within seven (7) calendar days of the Authority's request.

(d) Required insurance shall be documented by Certificates of Insurance which provide that PSTA will be notified at least 10 days in advance of cancellation, non-renewal or adverse changes. If notice provision is not provided by the insurance policies, Contractor/Vendor is responsible for such notification directly to PSTA Procurement and Contracts Administration Department.

(e) Renewal Certificates of Insurance must be provided to PSTA at least 10 days prior to expiration of current coverages so that there shall be no interruption in the service due to lack of proof of insurance coverages required of the Contractor/Vendor.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that the Contractor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by the Contractor, the Contractor has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by the Contractor occurs, or alternately find the Contractor to be in default and takes over the protective measures as needed.

Should at any time the Contractor not maintain the insurance coverages required of it, PSTA may either cancel or suspend delivery of goods or services as required by Contractor/Vendor or, at its sole discretion, shall be authorized to purchase such coverage and charge the Contractor/Vendor for such coverages purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights. Contractor/Vendor is responsible for providing or requiring the same insurance and conditions for any subcontractors utilized for this project.

Notices and Certificates shall be issued to:

Attn: Pinellas Suncoast Transit Authority  
 Procurement Department  
 Address: 3201 Scherer Drive North,  
 St. Petersburg, FL 33716

(f) Except for workers' compensation coverage and professional liability coverage, the Contractor/Vendor's policies shall be endorsed to name "Pinellas Suncoast Transit Authority, Board Members, Officers and Employees" as an additional insured to the extent of PSTA's interests arising from this agreement, contract or lease.

(g) The Contractor/Vendor is responsible for the amount of any deductibles, self-insurance or self-insured retentions.

(h) Insurance required of the Contractor/Vendor shall be considered Primary and Non-Contributory, and insurance or self-insurance retention of PSTA shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of PSTA, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

(i) Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees, subcontractors, or other persons engaged in the work under this contract, and shall not be less than:

Coverage A: Workers Compensation     Statutory benefits

Coverage B: Employers Liability                     \$100,000 Limit Each Accident  
    \$500,000 Limit Disease Aggregate  
    \$100,000 Limit Disease Each Employee

(j) Commercial General Liability insurance with Occurrence Form shall be maintained by the Contractor/Vendor. Coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal & advertising injury, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, with the following minimum limits:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 general aggregate
- \$1,000,000 products completed operations aggregate
- \$1,000,000 personal & advertising injury

The Contractor/Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(k) Business Automobile Liability Insurance with Occurrence Form shall be maintained by the Contractor/Vendor for the ownership, maintenance and use of all its owned, non-owned, leased or hired vehicles with limits of not less than:

- \$1,000,000 Combined Single Limit Each Accident Bodily Injury and Property Damage

The Contractor/Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Business Auto Policies of the Insurance Services Office. Excess or Umbrella Insurance Coverage may be used to make up the difference between the policy limit of the underlying policy and the total amount of coverage required.

(l) Umbrella Liability Insurance or Excess Liability Insurance, if used to reach the limits of liability required, shall be follow form any underlying insurance and in compliance with underlying requirements, including Additional Insured Provisions.

## OTHER PROVISIONS

**Waiver of Subrogation** All of Contractor/Vendor's insurance policies, except Professional Liability, will waive rights of recovery against the PSTA.

✓ **Professional Liability/Errors & Omissions Liability** Insurance shall be maintained for professional services rendered in accordance with this contract:

- \$1,000,000 Limit Per Occurrence

Insurance will be maintained for at least two (2) years from the termination of this contract with no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, PSTA must be notified within 10 days of the change.

✓ **Cyber Liability** Required for products or services that involve website or other electronic data or systems to include Data Breach, Media content, Privacy Liability, and Network Security. Contractor shall maintain limits of:

- \$500,000 per occurrence.

If coverage is claims-made, the retroactive date shall be prior or equal to the effective date of any contract with PSTA. The coverage shall include a "tail" or Discovery, or continuous renewal of coverage for a period of three (3) years following the completion of the project.

If work includes systems or other design work, Professional Liability/Errors & Omissions Liability shall also be provided.

### 9. **Key Personnel**

The Contractor shall not remove or reassign any key personnel without submitting a written request to and obtaining written consent from the Contracting Officer prior to taking such action. However, the Contractor shall, if requested to do so by the Contracting Officer, remove or reassign any key personnel not acceptable to the Authority. For performance of this contract, the key personnel are those persons whose names are specified in the Offeror's proposal.

### 10. **Contract Identification Number**

The contract number shall be clearly displayed on all correspondence, invoices and submittals.

**PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)**  
**ST. PETERSBURG, FLORIDA**  
**EXHIBIT F**  
**GENERAL PROVISIONS**  
**(SERVICES CONTRACT)**

## Table of Contents

1. Definitions .....	1
2. Changes.....	1
3. Excusable Delays .....	2
4. Examination and Retention of Records .....	2
5. Independent Contractor .....	2
6. Composition of Contractor .....	3
7. Subcontractors and Outside Consultants .....	3
8. Compliance with Public Records Law.....	3
9. Inspection.....	4
10. Notice of Labor Disputes .....	4
11. Licenses and Permits .....	4
12. Compliance with the Law .....	4
13. Federal, State, and Local Taxes .....	5
14. Publicity Releases.....	5
15. Interest of Public Officials .....	5
16. Civil Rights .....	5
17. Soliciting or Accepting Gifts .....	5
18. Prohibited Interest.....	6
19. Termination .....	6
20. Resolution of Contract Claims and Disputes .....	6
21. Assignment .....	7
22. Governing Law .....	8
23. Ownership of Information.....	8
24. Subcontractors and Outside Consultants .....	8
25. Standards of Performance .....	9
26. Suspension of Work.....	9
27. Removal of Contract Personnel.....	9

### **1. Definitions**

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "Contract" means the contract to be awarded as a result of this solicitation, which shall consist of the Contract Documents and any duly executed addenda thereto.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Authority or his duly appointed successor; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

(c) The term "Contract Documents" shall mean and refer to this solicitation and all schedules and exhibits attached thereto, including all duly executed and issued addenda, Contractor's Best and Final Offer (BAFO), if any, and Contractor's proposal in response to the solicitation.

### **2. Changes**

(a) The Contracting Officer may, at any time, by written order, make changes within the scope of the services to be performed. However, no such change shall serve to increase the maximum contract amount as approved by PSTA's CEO (for all contracts under \$100,000) or awarded by PSTA's Board of Directors (for all contracts exceeding \$100,000)("Contract Total"), to give the Contractor a claim for any compensation that would exceed the Contract Total, nor to increase the Contract Term as set forth in Exhibit D. In the event any change would result in an increase in the Contract Total or Contract Term, Contractor shall notify PSTA within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Total and/or Contract Term and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed



description of all matters related thereto. Such notice must be submitted and approved by PSTA's Board of Directors at a duly noticed public meeting prior to performing any work contemplated by the change order.

(b) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer and no such additional costs or fees shall serve to increase the Contract Total.

### **3. Excusable Delays**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Authority in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(b) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the schedule of services may be revised subject to all other rights of the Authority under the Contract.

### **4. Examination and Retention of Records**

(a) If this is a cost-reimbursement type, incentive, time and materials, labor hour, or price re-determinable contract, or any combination thereof, the Contractor shall maintain, and the Contracting Officer and his representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. Such right of examination shall include inspection at all reasonable times at the Contractor's plants, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this contract.

(b) If the Contractor submitted certified cost or pricing data in connection with the pricing of this contract or if the Contractor's cost of performance is relevant to any change or modification to this contract, the Contracting Officer and his representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(c) The materials described in (b) and (c), above, shall be made available at the office of the Contractor at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this contract, except that:

(1) if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement; and

(2) records which relate to appeals under the Disputes Clause of this contract or litigation, or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been resolved.

(d) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts exceeding \$10,000 hereunder, altered to reflect the proper identification of the contracting parties and the Contracting Officer under the prime contract.

### **5. Independent Contractor**

The Contractor at all times shall be an independent contractor. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the Contractor and the Authority by virtue of this contract. No provision of this contract shall be for the benefit of any party other than the Authority and the Contractor.

## **6. Composition of Contractor**

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **7. Subcontractors and Outside Consultants**

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this contract. Any substitution in such subcontractors, associates, or consultants will be subject to the prior approval of the Contracting Officer.

(b) The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment whether initially or as a substitute), against whom PSTA may have reasonable objection. A subcontractor or other person or organization identified in writing to PSTA by Contractor prior to the Notice of Award and not objected to in writing by PSTA prior to the Notice of Award will be deemed acceptable to PSTA. Acceptance of any subcontractor, other person or organization by PSTA, shall not constitute a waiver of any right of PSTA to reject defective work. If PSTA after due investigation has reasonable objection to any subcontractor, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the contract price shall not, however, be adjusted. The Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.

(c) The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the contract documents shall create any contractual relationship between PSTA and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of PSTA to pay or to see to the payment of any monies except as may otherwise be required by law. PSTA may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.

(d) All work performed by a subcontractor will be pursuant to an appropriate agreement between the Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of PSTA.

## **8. Compliance with Public Records Law**

(a) Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the Contractor on behalf of PSTA, the Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if the Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of the Contractor be transferred to PSTA, the Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of the Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, the Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If the Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If the Contractor keeps and maintains Public Records pursuant to (d)(ii) above, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If the Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which the Contractor is acting on behalf of PSTA.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone number: 727-540-1806 E-mail address: [Records@psta.net](mailto:Records@psta.net)**

**Mailing address: Attn: Public Records Department 3201 Scherer Drive N. Saint Petersburg, Florida 33716**

**9. Inspection**

(a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during contract performance and for as long afterwards as the contract requires.

(c) The Authority has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with the Contract Documents, the Authority may, in addition to all other remedies available, require the Contractor to perform the services again in conformity with contract requirements, at no increase in Contract Total. When the defects in services cannot be corrected by reperformance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; (2) reduce the contract price to reflect the reduced value of the services performed; or (3) proceed with all other remedies available under the Contract Documents, at law, or in equity.

**10. Notice of Labor Disputes**

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Contracting Officer.

(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

**11. Licenses and Permits**

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**12. Compliance with the Law**

The Contractor shall comply with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in the Contract Documents that, in any manner, could bear on the Contract or the work to be performed under the Contract. PSTA will communicate directly with Contractor's representative and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or any other individuals performing work under the Contract. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor of its obligations to comply with such laws fully and completely. Upon request, the Contractor shall furnish to PSTA certificates of compliance with all such laws, orders and regulations.

**13. Federal, State, and Local Taxes**

The Authority is exempt from Florida state and local sales and use taxes, and any such taxes included on any invoice or voucher received by the Authority shall be deducted from the amount of the invoice or voucher for purposes of payment.

**14. Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Contracting Officer prior to release.

**15. Interest of Public Officials**

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this contract. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

**16. Civil Rights**

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity.

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**17. Soliciting or Accepting Gifts**

Pursuant to section 112.3148(3), Florida Statutes, no PSTA employee shall solicit anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action.

**18. Prohibited Interest**

No member, officer, or employee of PSTA or of a local public body during his tenure or two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as provided by law.

**19. Termination**

The Contract may be terminated with or without cause in accordance with the provisions below.

- (a) Termination for Convenience: For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If PSTA terminates the Contract pursuant to this subsection, Contractor shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to PSTA in its possession, Contractor shall account for the same and dispose of it as directed by PSTA.
- (b) Termination for Default: PSTA may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Should this Agreement be terminated by PSTA for cause under this Section, Contractor shall be liable for all expenses incurred by PSTA in reprocurring elsewhere the same or similar items or services offered by Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement.
- (c) If it is later determined by the Authority that the Contractor's failure to perform is a result of Force Majeure, the Authority may, in its sole and absolute discretion, may allow Contractor to continue performance under a new time for performance or treat the termination as if terminated without cause under Paragraph 233(a) above.
- (d) In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, PSTA shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

**20. Resolution of Contract Claims and Disputes**

- (a) Claims and Disputes Authority to Resolve. All claims or disputes by the Contractor against the Authority relating to the Contract shall be submitted in writing to the designated Contracting Officer for a determination in accordance with this Section.
- (b) Definition. Claims and disputes include controversies raised by the Contractor arising under the Contract and those based upon breach of contract, mistake, misrepresentation or other cause of contract modification, termination or rescission.
- (c) Notice of Claim or Dispute. The Contractor shall submit a Notice of Claim or Dispute to PSTA in writing within ten (10) days of issue giving rise to claim or dispute. The date of the issue shall include when the contractor knew of the issue or should have known of the issue that gave rise to the claim or dispute.
- (d) Notice Requirements. The Notice of Claim or Dispute shall include at a minimum:
- (1) the Notice of Claim or Dispute shall be titled "Notice of Contract Claim or Notice of Contract Dispute";
  - (2) name and address of the contractor;
  - (3) name of the attorney and firm representing contractor, if applicable;

- (4) identification of the contract; and
- (5) Reasons for the claim or dispute.
- (e) Failure to timely submit Notice. Failure to submit the Notice of Claim or Dispute within ten (10) days of the issue that gave rise to the dispute or claim will result in the claim or dispute being rejected by the Authority without further consideration. The date of the issue shall include when the contractor knew of the issue or should have know of the issue that gave rise to the claim or dispute.
- (f) Delivery. A Notice of Claim or Dispute shall be sent via hand delivery or certified mail. **Electronic forms of delivery are not an acceptable means of delivery.** The contractor is solely responsible for verifying that the Notice of Claim or Dispute was received in a timely manner. Notice of Claim or Dispute should be addressed to:
- Pinellas Suncoast Transit Authority  
Attention: Chief Executive Officer  
3201 Scherer Drive  
St. Petersburg, Florida 33716
- (g) Timeline for Formal Written Claim or Dispute. The Formal Written Claim or Dispute shall be filed within seven (7) days after the date the Notice of Claim or Dispute is timely filed. Failure to submit the Formal Written Claim or Dispute within seven (7) days will result in the Claim or Dispute being rejected by the Authority without further consideration.
- (h) Written Claim or Dispute Requirements. The Formal Written Claim or Dispute shall include at a minimum:
- (1) the Formal Written Claim or Dispute shall be titled "Formal Written Contract Claim or Dispute";
  - (2) name and address of the contractor;
  - (3) name of the attorney and firm representing contractor, if any;
  - (4) identification of the solicitation;
  - (5) reason(s) for the claim or dispute;
  - (6) requested relief;
  - (7) the claim or dispute must demonstrate how the contractor has been aggrieved as a result of the Authority's decision and shall include the facts, argument(s), and the law upon which the claim or dispute is made;
  - (8) documents to substantiate the basis or ground for the claim or dispute.
- (i) No further consideration. Any documents, basis or ground(s) for the claim or dispute not set forth or provided in the formal written contract claim or dispute required under this provision shall be deemed waived.
- (j) Written determination. The Contracting Officer shall issue a decision in writing within ten (10) days of the hearing of Claim or Dispute and shall mail to the contractor. The decision shall state the reasons for the decision reached.
- (k) Administrative Remedies. This process is considered to be an administrative remedy and all contractors agree to exhaust their administrative remedies under the Authority policies prior to seeking judicial relief of any type in connection with any matter related to the suspension or debarment.
- (l) Continue with work. Unless otherwise directed by PSTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.

## 21. Assignment

The terms and provisions of the Contract Documents shall be binding upon PSTA and Contractor their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. However, the rights and obligations of the Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any

governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

## **22. Governing Law**

- (a) The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Contractor consents to jurisdiction over it and agrees that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any state actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.
- (b) If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

## **23. Ownership of Information**

(a) All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Contract shall be and remain the property of the PSTA and shall be delivered to PSTA upon 30 days' notice from PSTA. With respect to software computer programs and/or source codes developed for PSTA, the work shall be considered "work for hire", i.e., PSTA, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of the Contract, the Contractor or subcontractor agrees to assign to PSTA all right, title and interest in and to any copyright, and PSTA shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

(b) Should the Contractor anticipate bringing pre-existing intellectual property as part of its work under the Contract, the intellectual property must be identified in the Contractor's proposal. Otherwise, the language in the first paragraph of this section prevails. If the contractor identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Contractor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Contractor. However, upon the Notice of Award, the Contractor or subcontractor shall grant PSTA a non-exclusive, royalty free license to use any of the Contractor's/subcontractor's Background IP delivered to PSTA for the purposes contemplated by the Contract.

## **24. Subcontractors and Outside Consultants**

(a) Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Contract Documents will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this contract. Any substitution in subcontractors, associates, or consultants will be subject to the prior approval of PSTA.

(b) The Contractor shall not employ any subcontractor, subconsultant, or other person or organization to provide services under the Contract against whom PSTA may have reasonable objection. A subcontractor or other person or organization identified in writing to PSTA by Contractor in its proposal and not objected to in writing by PSTA prior to the Notice of Award will be deemed acceptable to PSTA. Acceptance of any subcontractor, or other person or organization by PSTA, shall not constitute a waiver of any right of PSTA to reject defective work or otherwise hold the Contractor responsible for such work. If PSTA after due investigation has reasonable objection to any subcontractor, subconsultant, other person or organization proposed by the Contractor after the Notice of Award, Contractor shall submit an acceptable substitute and the prices negotiated as part of this solicitation shall not be adjusted.

(c) PSTA may furnish to any subcontractor, subconsultant, or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done.

(d) All work performed by a subcontractor or subconsultant will be pursuant to an appropriate agreement between the Contractor and the subcontractor or subconsultant which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of PSTA. However, PSTA shall not be a party to such contracts.

(e) In the event of any noncompliance by any of the subcontractors, Contractor shall be directly and wholly responsible for the noncompliance and shall bear all attributable costs.

**25. Standards of Performance**

The Contractor shall perform all services required by the Contract Documents in accordance with high professional standards prevailing in the Contractor's field of work.

**26. Suspension of Work**

(a) The Contracting Officer may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the Authority.

(b) Contractor shall not be entitled to any claim for additional compensation or damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA suspending all or any part of the work to be performed.

**27. Removal of Contract Personnel**

(a) The Contractor and any subcontractor acknowledge that any person assigned to work under this contract must perform their duties so as to not unduly impair contract performance. By assigning a person to work under this contract, the Contractor agrees to be responsible for the behavior of that person during contract performance.

(b) The Contractor acknowledges that the Authority has the right to require the removal of any Contractor or subcontractor employee that the Contracting Officer determines, at his sole discretion, to be negatively effecting performance of work under the contract. Examples of such behavior include: (1) conduct which poses a threat to the safety of anyone working under the contract; (2) conduct which is disruptive to contract performance; (3) careless work performance; and (4) other behavior determined by the Contracting Officer to be objectionable or unduly hindering contract performance.

(c) Upon receipt of written notice from the Contracting Officer that a person's behavior is unduly impairing contract performance, the Contractor agrees to remove that person from doing any further work on the contract, and to cause that person to be removed from the worksite. The Contractor agrees that it is not entitled to any additional costs it may incur as a result of the removal of the person named by the Contracting Officer.



**EXHIBIT G**  
**Small Business Enterprise (SBE) and Subcontractor Utilization Provisions**  
**(NON-FEDERALLY ASSISTED CONTRACT)**

**For assistance or with questions concerning the provisions in this Exhibit ONLY, contact Margarita Soto, DBE Coordinator at [MSoto@psta.net](mailto:MSoto@psta.net).**

**1. Small Business Participation**

There is no goal for small business participation on this contract; however, PSTA encourages prime contractors to provide contract opportunities to small businesses.

The Offeror's summary of subcontractor utilization (Attachment 1) is to be submitted when the initial response to the Authority's solicitation is due, as described in #4 below.

**2. Banks and Financial Institutions**

The Contractor is encouraged to utilize the services of disadvantaged, minority and woman-owned banks and financial institutions.

**3. Directory of DBE's**

The Unified Certification Program (UCP) maintains an electronic DBE directory of all firms certified in Florida. The directory is located <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>. The local certifying UCP agency is the Hillsborough County Aviation Authority (HCAA) located at the Tampa International Airport. Appropriate forms to apply for DBE certification are available at <http://www.tampaairport.com/minority-and-disadvantaged-business-contracting>

**4. Submission of Subcontractor Utilization Forms and Related Documentation**

All Offerors shall submit the Subcontractor Utilization form (Attachment 1 to Exhibit G) when the initial response to the Authority's solicitation is due. The Offeror shall indicate the names of any subcontractor(s), subconsultant(s) or supplier(s) to be used in this contract (DBE-certified or non DBE-certified firms), or indicate that no portion is intended to be subcontracted. Any and all changes in subcontractor, subconsultant, or supplier utilization must be approved in advance by the PSTA Contracting Officer.

The Contractor must provide a copy of each subcontract agreement to the Contracts Specialist for this solicitation within three (3) business days of execution and must notify the PSTA Contract Specialist for this solicitation of any change in subcontractor utilization. PSTA encourages Contractors to bring copies of subcontracts to kick-off meetings.

**5. Vendor Compliance System**

The Authority's Vendor Compliance System is web-based and can be accessed at the following internet address: <https://psta.gob2g.com/>

The Contractor and any subcontractors shall provide any noted and/or requested contract compliance-related information electronically in the Authority's Vendor Compliance System. The Contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Vendor Compliance System on a regular basis to manage contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is up to date.

**ATTACHMENT 1 TO EXHIBIT G**  
**(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))**

Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s)/supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: \_\_\_\_\_ PSTA Solicitation # \_\_\_\_\_

NAMES AND ADDRESSES OF SUB-CONTRACTOR(S)/ SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	ETHNICITY & GENDER OF OWNER	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK:  AGE OF FIRM:  IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK:  AGE OF FIRM:  IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK:  AGE OF FIRM:  IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	

The offeror does not intend to subcontract on this contract.

Name of bidder/offeror's firm: \_\_\_\_\_

Print Name/Title of Person completing this form: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA)  
ST. PETERSBURG, FLORIDA

**EXHIBIT H**  
**STATEMENT OF WORK**

**Table of Contents**

**1. Scope of Services** ..... 1  
**2. General**..... 1  
**3. Work to be Performed** ..... 1  
**4. Auditing Standards to be followed** ..... 1  
**5. Reporting Requirements** ..... 1

**1. Scope of Services**

**Purpose**

Pinellas Suncoast Transit Authority (PSTA or The Authority) is releasing this Request For Proposal (RFP) to engage the services of a certified public accounting firm to provide annual year-end financial audit and related services as further described below, for the fiscal years September 30, 2020, 2021, 2022, and two optional years.

Proposers are encouraged to be innovative in their proposed solutions as to provide the most cost-effective solution while meeting all of the requirements outlined in this solicitation and developed during the Evaluation/Negotiation Process. Potential Proposer is encouraged to carefully review all the requirements contained herein and prepare responses accordingly.

**2. General**

Audits are to be performed in accordance with the provisions contained in this request for proposal. PSTA’s fiscal year end is September 30<sup>th</sup>.

**3. Work to be Performed**

PSTA and staff resources prepare the draft Comprehensive Annual Financial Report (CAFR), the notes to the financial statements, the Management Discussion and Analysis and the required supplementary information and statistical sections.

The auditor shall express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles.

The auditor will assist in preparation of the financial statements by consolidating and formatting the word and excel documents provided by PSTA and staff resources.

The auditor shall apply the agreed upon procedures in connection with the Federal Transit Administration (FTA) standards on data reported to it in the Federal Funding Allocation Statistics Form of PSTA’s National Transit Database (NTD) report.

Each year an element of unpredictability shall be chosen between auditors and CFO for an in-depth review and audit testing of a chosen topic.

IT Cyber Security audit at agreed upon intervals.

**4. Auditing Standards to be followed**

The audit is to be performed in accordance with generally accepted auditing standards, Government Auditing Standards set forth for by the Comptroller General of the United States and the provisions of the U.S. Office of Management and Budget (OMB) 2-CFR-Part 200 Compliance Supplement Subpart F (previously Circular A-133).

**5. Reporting Requirements**

The following reports, with the anticipated completion dates for each year, will be issued by the independent accountant:

<b><u>Description of Report</u></b>	<b><u>Estimated Timing</u></b>
Finance & Performance Management Committee- Summary of Audit Plan	TBD
Finance & Performance Management Committee and the Full Board- Results of Audit	March Committee and Board Meeting
Financial Statements and audit opinion thereon	Prior to February 28th
Report on Investments	Prior to February 28th
Recommendations to Enhance Internal Accounting Controls	Prior to February 28th
Financial and Compliance Examination Pursuant to OMB 2-CFR-Part 200 Compliance Supplement Subpart F (previously Circular A-133) with Reports of Independent Accountants	Requesting Completion by June 30th
Report of Independent Accountants on National Transit Database Report	Prior to January 31st
Attestation Report on management's assessment of Internal Controls	Prior to February 28th

Auditors shall ensure that PSTA's Finance & Performance Management Committee is informed of each of the following, with the Principal/Partner presenting to both the Finance Committee and Board of Directors meeting:

- The auditor's responsibility under Generally Accepted Auditing Standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Disagreements with management
- Consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Significant written communications between the Auditor and Management
- Updates on potential new GASB Pronouncements and their effect on PSTA.

#### **A. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by PSTA of the need to extend the retention period. The auditor will be required to make working papers available, upon written request, to PSTA or other government agencies as required.

In addition, the audit firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

#### **B. Budgetary Basis of Accounting**

PSTA prepares its budgets on a basis consistent with generally accepted accounting principles.

#### **C. Magnitude of Finance Operations**

PSTA maintains their accounting records on a double entry basis using the enterprise method of accounting.

#### **D. Date Audit May Commence**

The Interim audit work may be done at any time mutually agreed upon, two to three months prior to FY end. Fiscal year end audit work may be done in November and/or December, with work anticipated to be near completion by the end of

December. PSTA will have all records ready for audit and all management personnel will be available to meet with the firm's personnel in accordance with the agreed upon time schedule.

**ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

- Clerical Assistance
- Responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor. Clerical support will be made available to the auditor for the preparation of routine letters and memoranda.
- Statements and Schedules to be prepared by the PSTA and staff resources
- PSTA and staff resources will prepare full financial statements and supporting schedules for the auditor as requested.
- Work Area, Telephones, Photocopying and FAX Machines
- PSTA and staff resources will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to telephones, internet, photocopying facilities and FAX machines.
- Report Preparation

Consolidating the Excel and Word documents into the CAFR will be the responsibility of the auditor. Report printing and binding shall be the responsibility of PSTA. The auditor will be responsible for completing the Federal Data Collection Form as part of the Single Audit requirements.



## EXHIBIT K

### AGREEMENT TO FURNISH FINANCIAL AUDITING SERVICES

THIS AGREEMENT to Furnish Financial Auditing Services (“Agreement”) is made on \_\_\_\_\_, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida 33716 and \_\_\_\_\_ (“Contractor”), a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (collectively, the “Parties”).

WHEREAS, PSTA issued Request for Proposals No. 20-240192 for Financial Auditing Services on \_\_\_\_\_, 2019 (the “RFP”); and

WHEREAS, Contractor timely submitted an offer in response to the RFP on or before \_\_\_\_\_ (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its Board of Directors Meeting on \_\_\_\_\_ (the “Effective Date”) for a total amount not to exceed \$ \_\_\_\_\_ (“Total Contract Price”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The above recitals are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), Contractor’s Best and Final Offer (BAFO), if any (attached as Exhibit 2), and Contractor’s Response (attached hereto as **Exhibit 3**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between Exhibits will be resolved in the following order:

Exhibit 1	RFP
Exhibit 2	Contractor’s BAFO
Exhibit 3	Contractor’s Response

- 3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish the financial auditing services, including providing annual year-end financial audits, as further described and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”). Contractor acknowledges that it has read the specifications and understands them.
- 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years. This Agreement may be renewed upon written notice from PSTA for up to two (2) additional one (1) year terms (each a “Renewal Term”).

## 5. TERMS OF PERFORMANCE.

**5.01 Task Order Based Contract.** PSTA will issue written orders for the tasks that it needs completed (“Task Orders”). All Task Orders must be within the scope of the RFP. Upon issuance, Contractor shall respond in writing with specifications for the Task Orders, including the key personnel that will be assigned, an estimate of the hours required and total cost to complete the Task Orders and all deliverables, a schedule of all tasks, deliverables, and proposed completion date, and any other information required by the RFP or which may be requested by PSTA in order for PSTA to monitor the Task Orders. Contractor shall not begin work on any Task Orders until PSTA has reviewed and approved the Contractor’s specifications for each Task Order, incorporating any changes or modifications PSTA deems necessary, in its sole discretion. Once approved, the Task Orders shall be appended to this Agreement and incorporated as an exhibit and all work and deliverables shall be completed by the date set forth in the Task Orders, unless modified in writing by the Parties. In the event a Task Order approved during the term of this Agreement or any Renewal Term and has a completion date beyond the term of this Agreement set forth in Paragraph 4 above, the terms and conditions of this Agreement shall be automatically extended through the completion of the Task Order.

**5.02 Representatives.** Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representatives, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor’s representatives. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative’s limits of authority.

**5.03 Non-exclusive Contract.** PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA’s best interest.

**5.04 Contractor Responsibility.** Contractor shall provide services of first quality, and in accordance with customary standards of the various trades and industries involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services.

**6. COMPENSATION.** In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the prices and hourly rates bid as set forth in Contractor’s Response. However, all payments to Contractor individually and in the aggregate shall not exceed the maximum price set forth in the Total Contract Price. Payment shall be made only for work, which is actually performed and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. PSTA will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes.

**6.01 Invoices.** All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes, with all details prescribed by PSTA in the RFP, and delivered to the following address:



Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
3201 Scherer Drive  
St. Petersburg, Florida 33716  
or via electronic mail to:  
[AccountsPayable@psta.net](mailto:AccountsPayable@psta.net)

**6.02 Disputed Invoices.** In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

## 7. WARRANTIES AND COVENANTS.

**7.01 Patent, Trademark, Copyright, and Trade Secret.** Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

**7.02 Covenants Against Gratuities.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

**7.03 E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

**7.04 Piggybacking.** Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

## 8. DELAY IN PERFORMANCE/FORCE MAJEURE.





**8.01 Time is of the Essence.** The timely receipt of Services to PSTA is essential. If any Services are not performed on time, PSTA may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

**8.02 Unavoidable Delay.** If performance of the Services, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

**8.03 No Damages for Delay.** Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Project or substantial increases in the costs of performing the work under the Contract Documents.

**8.04 Notification.** Contractor shall notify PSTA as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

## **9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

**9.01 Claims for Damages.** Should Contractor suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within five (5) days of when Contractor knew or should have known of such injury or damage.

**9.02 Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**9.03 Attorneys' Fees.** In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs,

as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

## 10. INDEMNIFICATION.

**10.01 Indemnification.** The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

**10.02 Control of Defense.** Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.



**11. MISCELLANEOUS PROVISIONS.**

**11.01 Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

**11.02 Notices.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

**To PSTA:**  
Pinellas Suncoast Transit Authority  
Attn: Brad Miller, CEO  
3201 Scherer Drive  
St. Petersburg, FL 33716

**To Contractor:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***With required copy to:***  
Alan S. Zimmet, B.C.S.  
Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Section 11.02.

**11.03 Waiver of Remedies for any Breach.** In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**11.04 Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party’s rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party’s prior written consent.

**11.05 Modification.** The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.

**11.06 Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

**11.07 Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.



**11.08 Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

PSTA:

By: \_\_\_\_\_  
Duly Authorized Designee

By: \_\_\_\_\_  
Brad Miller, CEO

WITNESS/ATTEST:

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
Rachael Cappolla, Executive Assistant

Approved as to form:

By: \_\_\_\_\_  
Alan S. Zimmet, General Counsel



Proposal to provide auditing services for

# Pinellas Suncoast Transit Authority (PSTA)

**February 4, 2020**

**RFP 20-240192 – Auditing Services**



401 E. Jackson Street  
Suite 1200  
Tampa, Florida 33602

[cbh.com](http://cbh.com)

Prepared by

**Scott Anderson, CPA**

*Engagement Director*

**P 813.470.4569**

**E sanderson@cbh.com**

**John J. Gilberto, CPA, MBA**

*Partner, Director of  
Government Services*

**P 813.470.4568**

**E jgilberto@cbh.com**



## Table of Contents

<b>Section 1: Introduction and Submittals</b> .....	<b>2</b>
<b>Section 2: Qualifications</b> .....	<b>16</b>
1. Qualifications of Firm and Professional Staff .....	16
2. Peer Review .....	24
3. Federal or State Desk Reviews .....	24
<b>Section 3: Partner, Supervisory and Staff Experience</b> .....	<b>25</b>
1. Past Experience Auditing Transportation Authorities and other Government Entities.....	25
2. Significant Staff Engagements in the Last 5 Years .....	30
3. Single Audit Experience .....	31
4. Size of Firm and Government Services Industry Group.....	32
5. Subcontractors .....	32
<b>Section 4: Audit Approach</b> .....	<b>33</b>
1. Work Plan and Methodology .....	33
2. Audit Approach and Work Plan .....	34
<b>Section 5: Price</b> .....	<b>43</b>
1. Fee for the Audit of Financial Statements .....	43
2. Rates by Professional.....	43
3. Price for Single Audit Testing in Future Years .....	43
4. NTD Costs .....	43
<b>Section 6: Exceptions</b> .....	<b>46</b>
<b>Appendix A: Engagement Team CPE</b> .....	<b>47</b>
<b>Appendix B: Peer Review</b> .....	<b>83</b>
<b>Appendix C: Exhibit K, Agreement to Furnish Financial Auditing Services and Cherry Bekaert Engagement Letter for AUP and Financial Audit</b> .....	<b>86</b>

# Section 1: Introduction and Submittals

Pinellas Suncoast Transit Authority (PSTA)  
Attn: Procurement Department, RFP-20-240192  
3201 Scherer Drive  
St. Petersburg, FL 33716

To the Selection Committee:

Cherry Bekaert LLP (“Cherry Bekaert” or the “Firm”), a limited liability partnership, is pleased to submit this proposal to perform auditing services for Pinellas Suncoast Transit Authority (“PSTA”) for the fiscal years ending September 30, 2020, 2021 and 2022, with an optional term for fiscal years 2023 and 2024. We look forward to providing PSTA with a fresh perspective, innovative ideas, and top quality service provided by highly experienced professionals.

Cherry Bekaert is one of the largest providers of government audit services throughout the Southeast United States. Our Government Services Industry Group, comprised of more than 200 professionals, currently serves more than **150 government entities** including many Governmental Transportation entities. You will receive high quality service provided locally out of our *Tampa Bay Practice*, located at *401 East Jackson Street, Suite 1200, Tampa, FL 33602*, while enjoying the depth and breadth of a full team of highly trained and experienced professionals firm-wide.

Cherry Bekaert has a unique culture rooted in core values that ensures continuous focus on our clients, our professionals, and a commitment to quality service. Clients experience our culture through a **collaborative service approach** that is characterized by extensive involvement of senior professionals and direct access to top technical resources.

Our proposal provides more detail about how we intend to help you achieve your goals, what Cherry Bekaert’s credentials are, and how you will benefit from working with our team. We affirm to you our commitment to ensure you timely, quality service delivered by a team of conscientious professionals.

Sincerely,

Cherry Bekaert LLP



Scott Anderson, CPA,  
*Engagement Director*  
813-470-4569  
sanderson@cbh.com



John J. Gilberto, CPA, MBA  
*Audit Partner, Government Services*  
*Industry Group Director*  
813-470-4568  
jgilberto@cbh.com





# SOLICITATION, OFFER AND AWARD FORM

## REQUEST FOR PROPOSALS

<b>1. SOLICITATION #:</b> RFP 20-240192	<b>4. BRIEF DESCRIPTION:</b>  Auditing Services
<b>2. ISSUE DATE:</b> 1/10/2020	
<b>3. FOR INFORMATION CONTACT:</b> <b>NAME:</b> Edith Randle <b>PHONE:</b> 727-540-1867 <b>FAX:</b> N/A <b>E-MAIL:</b> erandle@psta.net	

**5. CONFERENCE:** (See Exhibit C for more information.)  
For WebEx: **Meeting number** (access code): 733 987 032 **Meeting Password:** 240192

Click here to join the

[Join meeting](#)

**LOCATION:** 3201 Scherer Drive Vendor Room      **DATE AND TIME:** 1/21/2020, 10:00 a.m., Eastern Standard Time  
St. Petersburg, FL 33716

<b>6. SUBMIT OFFER TO THE FOLLOWING ADDRESS:</b> Pinellas Suncoast Transit Authority (PSTA) Attn: Procurement Department, RFP- 20-240192 3201 Scherer Drive St. Petersburg, FL 33716	<b>7. OFFER SUBMISSION DUE DATE AND TIME:</b> 02/04/2020, 10:00 a.m. Eastern Standard Time
---	---

**8. SUBMIT WITH OFFER:** One original hard copy and one electronic copy (flash drive) including the exhibits and attachments listed on Page 2 of this form.

**9. FIRM OFFER PERIOD:** Offers shall remain firm for a period of 120 calendar days from the date specified in Block 7, above.

**10.** This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated on Page 2 of this form.

### OFFER


(To be completed by Offeror)

**11. DISCOUNT FOR PROMPT PAYMENT:** \_\_\_\_\_%, \_\_\_\_\_ Calendar Days (Please refer to Invoice and Payment clauses in Exhibit D)

**12.** If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

**13. ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date		Amendment Number and Date		Amendment Number and Date	
No. 1	1/16/20	No. 2	1/23/20		

<b>14. OFFEROR'S NAME AND ADDRESS:</b> (Type or Print) Cherry Bekaert LLP Scott Anderson, Director 401 East Jackson Street, Suite 1200 Tampa, FL 33602 <b>TELEPHONE:</b> 813-251-1010 <b>E-MAIL:</b> sanderson@cbh.com <b>CELL PHONE:</b> <b>FAX:</b>	<b>15. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS):</b> (Type or Print)  Scott Anderson, Director
	<b>16. OFFEROR'S REPRESENTATIVE SIGNATURE &amp; DATE:</b>   1/29/20

### AWARD

(To be completed by PSTA)

<b>17. ACCEPTED AS TO:</b>	<b>18. TOTAL AMOUNT OF AWARD:</b>	<b>19. CONTRACT NUMBER:</b>
----------------------------	-----------------------------------	-----------------------------

**20. PSTA'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_







**EXHIBIT A**  
**REPRESENTATIONS AND CERTIFICATIONS**  
**(LOCALLY ASSISTED SUPPLY/SERVICE CONTRACT)**

**\*\* NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE OFFER \*\***

**TABLE OF CONTENTS**

1. Contingent Fee .....	1
2. Covenant Against Gratuities .....	1
3. Disadvantaged Business Enterprise (DBE).....	1
4. Interest of Public Officials .....	2
5. Parent Company and Identifying Data.....	2
6. Type of Business .....	2
7. Certification of Independent Price Determination .....	3
8. Communication Policy and Certification .....	3
9. Conflict of Interest Certification.....	4
10. Non-Discrimination Assurance .....	4
11. Disadvantaged Business Enterprise Goals .....	4
12. Execution of Contract .....	4
13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.....	4
14. Certification of Restrictions on Lobbying .....	5
15. Verification of Employment Status Certification.....	5
16. Scrutinized Companies Certification.....	5

**REPRESENTATIONS**

**1. Contingent Fee**

Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):

has  has not

been employed or retained any company or persons to solicit or obtain this contract, and (Mark one with an "X"):

has  has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

**2. Covenant Against Gratuities**

The offeror represents as part of its offer that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in this contract. The offeror further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of any contract resulting from the solicitation. For breach of any representation or warranty in this clause, the Authority shall have the right to annul this contract without liability and/or have recourse to any other remedy it may have at law.

**3. Disadvantaged Business Enterprise (DBE)**

The offeror represents as part of its offer that it (Mark one with an "X"):

is  is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native

Americans; women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

#### 4. Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Board of the Authority is or will be peculiarly interested or benefited directly or indirectly in this contract.

#### 5. Parent Company and Identifying Data

(a) The offeror represents as part of its offer that it (Mark one with an "X"):

is  is not

owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's Identification Number below:

56-0574444

(c) If the offeror is owned or controlled by a parent company, it shall enter in the blocks below the name and main office address of the parent company, and the parent company's Employer's Identification Number.

NAME OF PARENT COMPANY AND MAIN OFFICE  
ADDRESS (INCLUDE ZIP AND PHONE):

PARENT COMPANY'S EMPLOYER'S IDENTIFICATION #:

#### 6. Type of Business

(a) The offeror represents as part of its offer that it operates as (Mark one with an "X"):

- an individual  a sole proprietorship  
 a partnership  a corporation  
 another entity \_\_\_\_\_

(b) If incorporated, under the laws of the State of:

(c) Age of the firm: 70 years, \_\_\_ months

(d) Previous year's annual gross receipts:

- less than \$500K  \$500K - \$2 mil.  \$2 mil. - \$5 mil.  more than \$5 mil.

**CERTIFICATIONS**

**7. Certification of Independent Price Determination**

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to the opening (in the case of an advertised procurement) or prior to award (in the case of a negotiated procurement), directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) He/she: (i) is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

**8. Communication Policy and Certification**

(a) All oral and written communications with the Authority regarding this solicitation should be exclusively with, or on subjects and with persons approved by, the Purchasing Agent identified in this solicitation. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and, thereby, compromise the integrity of the Authority's procurement system.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative (including Board members, PSTA contractors, or PSTA consultants) other than the individual, or person(s) and on subjects approved by the Purchasing Agent listed in the solicitation, except as described below: (CHECK "NONE" IF NONE EXISTS.)

NONE

Name of PSTA Representative

Date and Subject of Communication

(c) This certification concerns a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to any other remedies the Authority may have, the Contracting Officer may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority and/or have recourse to any other remedy it may have at law.

(d) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, he/she learns that its certification was, or a subsequent communication makes, the certification erroneous.

**9. Conflict of Interest Certification**

By submission of this offer, I certify that:

(a) I have read and understand the General Provisions clause entitled "Interest of Public Officials" that will be incorporated into any contract resulting from this solicitation. I further understand that the pecuniary interest in that clause includes employment relationships.

(b) I understand the Authority has an internal conflict of interest policy for its employees that includes as an actual or possible conflict of interest whether or not a member of the employee's immediate family works for a firm doing, or seeking to do, business with the Authority.

(c) Mark one with an "X":

- To the best of my knowledge and belief, no employee of my firm is related to an Authority employee; or
- An employee of my firm is related to an Authority employee and a letter to the Contracting Officer explaining that relationship is attached to this Exhibit A.

(d) The requirements of this certification have been passed through to all first-tier subcontractors or subconsultants anticipated to be used at the time of the submission of my offer.

**10. Non-Discrimination Assurance**

The offeror certifies that it will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The offeror understands that it is required to insert the substance of this clause in all subcontracts and purchase orders. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The offeror further agrees by submitting this offer that it will include this certificate, without modification, in all subcontracts and purchase orders.

**11. Disadvantaged Business Enterprise Goals**

If goals have been established, by submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit G entitled "Disadvantaged Business Enterprise Provisions," and will meet such goals as are established in any ensuing contract.

**12. Execution of Contract**

Upon award of this solicitation by PSTA's Board of Directors, the offeror agrees to execute the contract attached as Exhibit K.

**13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

(1) The offeror certifies to the best of its knowledge and belief that it and its principals:

(i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency;

(ii) have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(ii) of this certification; and

(iv) have not within a three-year period preceding this offer had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation.



**14. Certification of Restrictions on Lobbying**

Lobbying of any PSTA board member, officer, evaluation/selection committee member, employee, agent or attorney by a bidder, any member of the offeror's staff, any agent or representative of the offeror, whether compensated or not, or any person employed by any legal entity affiliated with or representing the offeror shall be prohibited on all competitive selection processes and contract awards, including but not limited to requests for proposals, requests for quotations, requests for qualification, invitation for bids, bids or the award of purchasing contracts of any type. Lobbying is strictly prohibited from the date of the advertisement or on a date otherwise established by the PSTA Board of Directors, until an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded.

The purposes of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. Nothing herein shall prohibit a offeror from contacting the purchasing division or PSTA's general counsel to address situations such as clarification and/or questions related to the procurement process or protest.

For the purposes of this paragraph, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with the bidding process through direct or indirect oral or written communication. Lobbying includes such actions whether performed by the offeror itself, any employee of the offeror, the offeror's attorney, agent or other paid or non-paid representative, or any person who performs such actions of behalf or at the behest of the offeror. Further, lobbying includes the attempt to influence Board members while they are performing their functions for other governmental entities (e.g.) a city or Pinellas County). The final award of the contract shall be the effective date of the contract.

Any board member, officer, evaluation/selection committee member, employee, agent or attorney who has been lobbied will immediately report the lobbying activity to the Authority's Chief Executive Officer.

**15. Verification of Employment Status Certification**

In accordance with State of Florida Executive Order Number 11-116, the offeror certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by offeror during the contract term who perform employment duties under any resulting contract to this solicitation and (a) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any resulting contract to this solicitation utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**16. Scrutinized Companies Certification**

By executing this certification, the contract associated with this solicitation and each and every renewal thereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, the offeror certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications are true as of the time offeror submitted its bid or proposal and as of the effective date of any renewal. Notwithstanding anything contained in this solicitation to the contrary, PSTA may terminate the contract resulting from this solicitation immediately if: (1) the offeror is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) the offeror is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to PSTA at law. The provisions of this section shall only apply if the contract total is in excess of one million U.S. dollars (\$1,000,000.00).

\*\*\*\*\*

**SIGNATURE BLOCK FOR ALL  
REPRESENTATIONS & CERTIFICATIONS**

\*\*\*\*\*

NAME OF OFFEROR & ADDRESS (INCLUDE ZIP & PHONE)

Scott Anderson  
Director  
Cherry Bekaert LLP  
401 East Jackson Street,  
Suite 1200  
Tampa, FL 33602

Signature:



TYPE NAME:

Scott Anderson

DATE: 1/28/20

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING THIS ATTACHMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE.

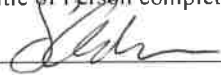
**ATTACHMENT 1 TO EXHIBIT G**  
**(SUMMARY OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)/SUPPLIER(S))**

Offerors should provide information on all of their prospective subcontractor(s)/subconsultant(s)/supplier(s) who will participate on this solicitation. Use additional sheets as necessary.

Project Name: Auditing ServicesPSTA Solicitation # RFP 20-240192

NAMES AND ADDRESSES OF SUB-CONTRACTOR(S)/ SUBCONSULTANT(S)	TYPE OF WORK TO BE PERFORMED	ETHNICITY & GENDER OF OWNER	PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	\$ AMOUNT ON CONTRACT
NAME: Christine Dever Homack ADDRESS: 3853 Northdale Blvd. #284 PHONE: 813-417-1825 FAX: E-MAIL: christine@acscpacfe.com CONTACT PERSON: See above	TYPE OF WORK: AUP  AGE OF FIRM:  IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input checked="" type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input checked="" type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK:  AGE OF FIRM:  IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	
NAME: ADDRESS: PHONE: FAX: E-MAIL: CONTACT PERSON:	TYPE OF WORK:  AGE OF FIRM:  IS THE FIRM A CERTIFIED DBE IN THE STATE OF FLORIDA BY THE UCP? YES <input type="checkbox"/> NO <input type="checkbox"/>	Ethnicity <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Subcont. Asian American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Non-Minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil. - \$5 mil. <input type="checkbox"/> more than \$5 mil.	

The offeror does not intend to subcontract on this contract.

Name of bidder/offeror's firm: Cherry Bekaert LLPPrint Name/Title of Person completing this form: Scott AndersonSignature Date 2/4/20Email sanderson@cbh.comPhone 813-470-4569

## **Independence**

Cherry Bekaert understands the importance of auditor independence, and maintains strict policies designed to ensure our independence on all engagements. It is Cherry Bekaert’s policy that all professional personnel be familiar with and adhere to relevant ethical requirements of the AICPA, contained in the Code of Professional Conduct, the applicable State Boards of Accountancy, and the applicable State CPA Societies and other regulatory or oversight bodies (e.g., PCAOB, DOL, GAO, OMB) in discharging their professional responsibilities. In this regard, any transaction, event, circumstance, or action that would impair the Firm’s independence or violates its integrity and objectivity policy, on an audit or attestation engagement is prohibited. In addition, all professionals—from partner to staff auditor—are required to sign affidavits attesting to their independence each year.

Cherry Bekaert is independent of PSTA as defined by generally accepted auditing standards contained in Government Auditing Standards issued by the Comptroller General of the United States.

## **License to Practice in Florida**

Cherry Bekaert LLP, its partners, and its employees, are appropriately licensed to perform the audit/attest procedures required by PSTA as provided in the applicable laws of the State of Florida and by the laws of other states in which we provide services. Our Florida license number is *AD0010078*.

## **DBE or MWBE participation**

The Firm has requested the participation of Christine Dever Homack, CPA, CFF, CFE, DGMA, CIA, who is the owner of her own consulting practices, Accountabilities Consulting Services, LLC.

Christine is certified for a small business enterprise (SBE) and a disadvantaged woman business enterprise (DWBE).

# Section 2: Qualifications

## 1. Qualifications of Firm and Professional Staff

As a nationally recognized growth-oriented CPA firm, Cherry Bekaert LLP (the “Firm”) provides guidance and support that help our clients move forward to reach their organizational goals.

Cherry Bekaert began in 1947 as a small practice in Wilmington, North Carolina. Today, the Firm’s resource network stretches from Washington, D.C. to Florida and Texas, as well as internationally through our alliance with Baker Tilly International, a global association of independent accounting and consulting firms.

Our desire to establish a long-term partnership with PSTA is evident in the engagement team of seasoned government auditors and advisors that have committed themselves to your team.

Your proposed team stays abreast of the ever-changing regulatory environment, and team members are significantly involved as board members, committee members and subject matter experts in various organizations including the Government Financial Officers Association (“GFOA”), Florida Government Financial Officers Association (“FGFOA”), American Institute of CPAs (“AICPA”) and Florida Institute of CPAs (“FICPA”). In addition, Cherry Bekaert specialists like Scott Hotop, who is a senior IT audit manager, are fully integrated members of all audit teams and bring the requisite knowledge to help the team assess such areas as information technology and its impact on the audit procedures supporting our financial statement opinions, while also serving as a key source of industry information and trends for our clients.

On the following pages please find our Engagement Team qualifications. All members of the proposed team are appropriately licensed in the state of Florida and have met and will continue to meet

continuing education requirements. See **Appendix A** for complete CPE reports for each engagement team member.

 **150+**  
Government Clients

**200+**   
Employees  
Dedicated to Serving  
Our Government Clients

**110,000+**  
Hours Annually  
of Audit Service to Our Government Clients

**Billions of Dollars**  
of Federal Grants Audited Annually



## Scott Anderson, CPA

### **Engagement Director**

Let's Talk

E sanderson@cbh.com

P 813.470.4569

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

Serving the Firm's clients for over 14 years, Scott primarily provides audit services in the government industry.

Scott will be responsible for the overall engagement. He will coordinate the right resources at the right time to best serve your needs. He offers innovative business advice and high-quality proactive service.

Scott advises clients in all phases of financial reporting. He oversees engagement planning, performance of audit tests and report writing. Clients have sought Scott's knowledge in documenting, evaluating and identifying areas of improvement in internal controls and processes and his assistance in the writing of financial statements.

Scott has extensive experience with Uniform Grant Guidance. He has also been an internal training instructor for over seven years and has instructed at a number of external trainings and webinars sponsored by the Firm.

### **Education**

- ▶ B.A., Utah State University
- ▶ MAC, North Carolina State University

### **Relevant Experience**

- ▶ Pinellas County Planning Council
- ▶ Pinellas County Metropolitan Planning Organization
- ▶ Hillsborough County Public Transportation Commission
- ▶ Miami-Dade Aviation Department
- ▶ City of Ft. Myers, Florida
- ▶ City of St. Petersburg, Florida
- ▶ City of South Miami, Florida
- ▶ City of Durham, North Carolina
- ▶ City of Greensboro, North Carolina
- ▶ City of Raleigh, North Carolina
- ▶ Hillsborough County, Florida
- ▶ Raleigh-Durham Airport Authority
- ▶ South Carolina Public Service Authority
- ▶ Tampa Bay Regional Planning Council
- ▶ Tampa Bay Estuary Program

### **Professional & Civic Involvement**

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Leadership Tampa Bay
- ▶ Boy Scouts of America



## John J. Gilberto, CPA

### Quality Review Partner

Let's Talk

E [jgilberto@cbh.com](mailto:jgilberto@cbh.com)

P 813.470.4568

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

Having joined Cherry Bekaert in 2010, John has 28 years of public accounting experience providing audit and accounting services for state and local government entities.

John is the Director of Cherry Bekaert's Government Services Industry Group and has extensive experience providing audit and accounting services to government organizations throughout Florida, Virginia and North Carolina.

John has authored government industry articles and is a frequent speaker and instructor at industry conferences, including the AICPA National Government Conference, GFOA Annual Convention and the AICPA Quality Center webcasts. He has served as a member of the AICPA State and Local Government Expert Panel and the Florida Government Finance Officers Association (FGFOA) technical resource committee, and currently serves on the AICPA Government Audit and Accounting Update Committee and as a *Certificate of Excellence in Financial Reporting* program reviewer.

### Education

- ▶ BBA in Accounting, Guilford College
- ▶ MBA, University of North Carolina Chapel Hill

### Relevant Experience

- ▶ Hillsborough Area Regional Transit Authority (HART)
- ▶ Hillsborough County Public Transportation Commission
- ▶ Sarasota Manatee Airport Authority
- ▶ Tampa Port Authority
- ▶ Hillsborough County, Florida
- ▶ Miami-Dade Aviation Department
- ▶ City of Ft. Myers, Florida
- ▶ City of St. Petersburg, Florida
- ▶ City of South Miami, Florida
- ▶ City of Durham, North Carolina
- ▶ City of Greensboro, North Carolina
- ▶ City of Raleigh, North Carolina
- ▶ Raleigh-Durham Airport Authority
- ▶ South Carolina Public Service Authority
- ▶ Tampa Bay Regional Planning Council
- ▶ Tampa Bay Estuary Program

### Professional & Civic Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ State and Local Government Expert Panel, AICPA
- ▶ Florida Institute of Certified Public Accountants
- ▶ Florida Government Finance Officers Association



## Ronald A. Conrad, CPA

### **Technical Resource Partner**

Let's Talk

E rconrad@cbh.com

P 813.470.4568

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

Having joined Cherry Bekaert in 2010, John has 28 years of public accounting experience providing audit and accounting services for state and local government entities.

John is the Director of Cherry Bekaert's Government Services Group and has extensive experience providing audit and accounting services to government organizations throughout Florida, Virginia and North Carolina.

John has authored government industry articles and is a frequent speaker and instructor at industry conferences, including the AICPA National Government Conference, GFOA Annual Convention and the AICPA Quality Center webcasts. He has served as a member of the AICPA State and Local Government Expert Panel and the Florida Government Finance Officers Association (FGFOA) technical resource committee, and currently serves on the AICPA Government Audit and Accounting Update Committee and as a *Certificate of Excellence in Financial Reporting* program reviewer.

### **Education**

- ▶ BBA in Accounting, Guilford College
- ▶ MBA, University of North Carolina Chapel Hill

### **Relevant Experience**

- ▶ Central Florida Regional Transportation Authority (LYNX)
- ▶ Hillsborough County Public Transportation Commission
- ▶ Sarasota Manatee Airport Authority
- ▶ Tampa Port Authority
- ▶ Hillsborough County, Florida
- ▶ Miami-Dade Aviation Department
- ▶ City of Ft. Myers, Florida
- ▶ City of St. Petersburg, Florida
- ▶ City of South Miami, Florida
- ▶ City of Durham, North Carolina
- ▶ City of Greensboro, North Carolina
- ▶ City of Raleigh, North Carolina
- ▶ Raleigh-Durham Airport Authority
- ▶ South Carolina Public Service Authority
- ▶ Tampa Bay Regional Planning Council
- ▶ Tampa Bay Estuary Program

### **Professional & Civic Involvement**

- ▶ American Institute of Certified Public Accountants
- ▶ State and Local Government Expert Panel, AICPA
- ▶ Florida Institute of Certified Public Accountants
- ▶ Florida Government Finance Officers Association





## Krista N. Edoff, CPA

### **Technical Resource Partner**

Let's Talk

E kedoff@cbh.com

P 703.584.0244

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

Krista leads the Government Services Groups for the Washington and Hampton Roads offices of Cherry Bekaert. She has 17 years of experience providing audit and accounting services to public sector clients. She specializes in attestation services for the governmental industry, overseeing audit and attest services to local governments, school divisions, and local and regional authorities in the utilities, economic, housing and transportation industries. These services include financial and performance audits, agreed-upon procedures, single audits and compliance audits. Her duties encompass all aspects of these services: planning, supervising, reporting and wrapping up the engagement, direct communication with the client and their board, and other value-added services.

Krista is an approved peer reviewer for the AICPA Peer Review Program, dedicated to enhancing the quality of accounting, auditing and attestation services performed by AICPA members in public practice, where her focus is governmental audits.

### **Education**

- ▶ BS and Master's in Accounting, Florida State University

### **Relevant Experience**

- ▶ Metropolitan Washington Airports Authority
- ▶ Hampton Roads Transit
- ▶ Richmond Metropolitan Transportation Authority
- ▶ Hartsfield Jackson Atlanta International Airport
- ▶ Arlington County, VA
- ▶ Fairfax County, VA
- ▶ Loudoun County, VA
- ▶ Prince William County, VA
- ▶ City of Newport News, VA
- ▶ City of Norfolk, VA
- ▶ City of Virginia Beach, VA

### **Professional & Civic Involvement**

- ▶ American Institute of Certified Public Accountants
- ▶ Virginia Society of Certified Public Accountants (VSCPA)
- ▶ Virginia Government Finance Officers Association (VGFOA)
- ▶ Affordable Housing Association of Certified Public Accountants (AHACPA)



## Lauren Strobe, CPA

### Senior Manager

Let's Talk

E [lstrobe@cbh.com](mailto:lstrobe@cbh.com)

P 813.251.1010

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

Lauren is a Certified Public Accountant and Senior Audit Manager with over eight years of experience with Cherry Bekaert. She specializes in audit services to public sector clients, predominantly local governments. She focuses on financial reports, identification of key audit areas, testing design of key accounts and transaction cycles, and supervision of engagement teams.

To further her expertise in reporting, Lauren volunteers as a GFOA CAFR reviewer. Many of the local government audits she has participated in have received the GFOA's Certificate of Achievement for Excellence in Finance Reporting as a result of the review program.

Lauren is an instructor for Firm-sponsored trainings and has been adjunct professor teaching upper-level financial accounting courses for the University of South Florida. She serves as Chair Elect for the University of South Florida Accounting Circle.

### Education

- ▶ B.A. and M.A., University of South Florida

### Relevant Experience

- ▶ Hillsborough Regional Area Transit Authority (HART)
- ▶ Hillsborough County Public Transportation Commission
- ▶ Miami-Dade Aviation Department
- ▶ Sarasota Manatee Airport Authority
- ▶ Tampa Port Authority
- ▶ City of Clearwater, Florida
- ▶ City of Pinellas Park, Florida
- ▶ City of St. Petersburg, Florida
- ▶ Hillsborough County, Florida
- ▶ Lee County Port Authority
- ▶ Tampa Bay Regional Planning Council
- ▶ Tampa Bay Estuary Program

### Professional & Civic Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Past Chair and Board Member, Accounting Circle, University of South Florida



## Christine Dever Homack, CPA, CFF, CFE, CGMA, CIA

**Owner and Managing Director, Accountabilities Consulting Services LLC**

Let's Talk

E [christine@acscpacfe.com](mailto:christine@acscpacfe.com)

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

Christine is the owner of her own consulting practice, Accountabilities Consulting Services, LLC in Tampa, Florida since its inception in March 2006. Prior to opening her practice, Christine has recently submitted her resignation as a Senior Internal Auditor with the City of Tampa where she held the position over 4 years. She was also the CFO of a large local not for profit.

Christine has over 25 year's financial, human resource, information systems management, fraud and forensic audits and investigations experience for many industries serving a variety of clients. Of those 25 years, 14 have been in public accounting in audit, tax, and litigation services. Christine has served both in private industry, public accounting, for-profit corporations, not-for-profit and the government sector. Her experience crosses many industries including, but not limited to Education, Healthcare, Real Estate, Financial Services, Children's services and many more. She is a Certified Public Accountant (CPA), Certified in Financial Forensic (CFF), a Certified Fraud Examiner (CFE), and a current candidate for the Certified Internal Auditor (CIA) certification.

### Education

- ▶ B.S. in Management, Florida State University
- ▶ B.S. in Accounting, (Summa Cum Laude), Tampa College
- ▶ MBA, Concentration in Accounting (Magna Cum Laude), Tampa College

### Areas of Expertise

- ▶ Internal Audit
- ▶ Internal Control Development
- ▶ Single Audit/Grant Compliance Development and Implementation
- ▶ Fraud Education, Prevention, Deterrence & Investigation
- ▶ Accounting Systems Implementation
- ▶ Corporate Governance & Ethics

### Industry Expertise

- ▶ Government
- ▶ Non-for-Profit
- ▶ Healthcare
- ▶ Financial Services
- ▶ Retail

### Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Institute of Internal Auditors
- ▶ Association of Local Government Auditors



## Scott Hotop, CISA, CCSFP

### *IT Senior Manager*

Let's Talk

E shotop@cbh.com

P 919.782.1040

More than 40 hours of relevant continuing education during each of the last three years as required by *Government Auditing Standards*.

An Information Technology Senior Manager in Cherry Bekaert's Risk Assurance and Advisory Services Group, Scott is a Certified Information Systems Auditor (CISA) and HITRUST's Certified CSF Practitioner (CCSFP) with more than 14 years of business and information technology experience performing IT audits, consulting and compliance work for public, private, and not-for-profit organizations. Scott specializes in managing reviews of the underlying IT General Controls (ITGCs) for financial reporting systems and SOC 1 and SOC 2 attestation engagements.

Prior to joining Cherry Bekaert, Scott worked for a large national bank as a Senior IT auditor where he was responsible for planning, executing and reporting on the state of risks across the bank's business units and banking platforms. Scott continues to use these past experiences to support Cherry Bekaert's Banking and Capital Markets group by leading compliance audits for BSA/AML, ACH, Identity Red Flags, and FFIEC IT testing.

Scott also has prior experience as a senior auditor performing SOC 1, SOX 404 readiness and technical security assessments for various clients, including the Department of Defense – Defense Information Systems Agency (DoD-DISA), SunGard, General Dynamics, International City/County Management Association – Retirement Corporation (ICMA-RC), and Federal Home Loan Mortgage Corporation (Freddie Mac).

### **Education**

- ▶ Bachelor of Science in Accounting and Information Systems-Assurance Track at Virginia Polytechnic Institute and State University

### **Areas of Expertise**

- ▶ Internal Auditing and Internal Control Systems
- ▶ SOX Reporting Requirements
- ▶ BSA/AML Compliance
- ▶ ACH Compliance
- ▶ SOC 1, 2, 3 Audits
- ▶ IT Auditing
- ▶ Risk Assessments
- ▶ IT Security Testing

### **Relevant Experience**

- ▶ Scott is a member of the Information Technology team that oversees all of the Firm's governmental technology audits

## 2. Peer Review

Peer reviews are intensive reviews of a firm's quality system applicable to its accounting and auditing practice. These reviews, including governmental audit clients, are performed by CPAs from the AICPA division member firms in accordance with standards established by the AICPA.

Through the years, the Firm has successfully completed the peer reviews conducted under the auspices of the AICPA. A copy of our most recent peer review report is included in **Appendix B**. As a normal result of conducting government audits, state and local agencies routinely review our work. To date, we are not aware of any problems resulting from these field or desk reviews, nor are we aware of any disciplinary action taken or pending against us over the past three years by regulatory bodies or professional organizations.

Firm leaders and managing partners of industry practice areas maintain vital links to policy-making bodies in public accounting. The Firm's personnel current or past committee assignments and industry associations include:

Accounting Standards Executive Committee

- ▶ AICPA Professional Ethics Committee
- ▶ AICPA Auditing Standards Board
- ▶ AICPA Accounting and Review Services Committee
- ▶ The President's Council on Integrity and Efficiency and its Standards Subcommittee
- ▶ AICPA Technical Issues Committee, Private Companies Practice Section
- ▶ AICPA Tax Division and its Individual Taxation Subcommittee
- ▶ AICPA SEC Practice Section Executive Committee
- ▶ AICPA Accounting Practice Committee

## 3. Federal or State Desk Reviews

While numerous government organizations routinely provide desk reviews of our reports, we are pleased to note that there have been no adverse actions resulting from those desk reviews during the past three years. Additionally, there has been no disciplinary action taken by the Florida State Board of Accountancy or any other state or federal agency against the Firm or any individual associated with the Firm within the past three years.

# Section 3: Partner, Supervisory and Staff Experience

## 1. Past Experience Auditing Transportation Authorities and other Government Entities

### Understanding Governmental Accounting

Since Cherry Bekaert's establishment in 1947, the Firm has been committed to serving the public sector. As noted previously in this proposal, this commitment is demonstrated by our sustained growth in this practice area and the depth of experience of personnel in our Government Services Industry Group. Cherry Bekaert services over **150 local governments, authorities and public agencies** annually. Our involvement with the public sector throughout our footprint, as evidenced by our unparalleled governmental client base, means that the majority of our audit personnel serve a public sector client.

The experience gained through service (e.g., financial audits, control assessments, performance audits) to such a breadth and depth of public sector organizations provides us invaluable insight into the issues and stresses impacting PSTA and its peers.

### Availability of Experts in the Field of Government Accounting

Our partners Firm-wide participate on quality inspections and numerous technical committees including the Government Finance Officer Association ("GFOA") committees, the American Institute of Certified Public Accountants ("AICPA") State and Local Government Expert Panel, the AICPA Governmental Accounting and Auditing Update Conference, and the Florida GFOA ("FGFOA").

Our professionals also attend and teach at conferences hosted by the GFOA including various state GFOA chapters. Cherry Bekaert professionals

are also active members of the GFOA, FGFOA, AICPA, VSCPA, and serve on the GFOA CAFR Review Committee.

Over the years, we have assisted our clients with GASB pronouncement implementation, providing research and advice, to resolve many complex accounting issues. This guidance has ranged from the implementation of entity-wide financial statements under GASB #34 to providing guidance related to the initial set-up of other postemployment benefits trust agreements, from assisting with analysis of pension accounting and reporting under GASBs #67 and #68 to recently helping to understand GASB #87. We meet with our clients during engagement planning and throughout fieldwork to discuss new pronouncements and issues surrounding implementation. We are very proactive in follow-up communication to derive appropriate solutions in the planning stages. As our clients have experienced, our knowledge of GASB requirements is complemented by our proactive willingness to invest necessary time and resources, including appropriate consultation.

PSTA's engagement team offers an unmatched depth of knowledge with GASB, *Government Auditing Standards* ("GAS"), and the Uniform Guidance, as well as upcoming reporting standards, known (e.g., GASB #87) and unknown (e.g., potential future changes to the reporting model). As leaders in the industry, your team, in addition to our 15 partners firm-wide who are primarily dedicated to serving government, has been providing such guidance for the majority of their careers – bringing decades of combined experience.

In recognition of the importance of grantor audits and government financial audits, the AICPA has instituted the Government Audit Quality Center ("GAQC"), which is a voluntary membership center that promotes the importance of quality

governmental audits and the value of such audits to purchasers of governmental audit services. Cherry Bekaert is an active member of the GAQC including having members on the GAQC Committee and we will bring that first-hand knowledge and participation to PSTA to ensure that new guidance, trends and industry issues are brought to your attention.

In addition, Cherry Bekaert employs a full-time Audit Professional Practices Director, Melisa Galasso, who in her role assists with technical issues and quality control of the Firm's assurance services practice. She also works in the Firm's training department developing CPE ranging from newsletter articles to webinars.

Melisa monitors regulatory bodies including GASB and AICPA for changes in auditing and accounting guidance and assists the Firm in implementing the updated guidance. She sits on the AICPA GASB Technical Issues Committee and served on the AICPA State and Local Government Expert Panel. Additionally, Cherry Bekaert interacts with the GASB and responds to exposure drafts and other related industry impacts. We have also presented with GASB staff at AICPA Governmental Accounting and Auditing Update conferences. Furthermore, Cherry Bekaert is on the GASB fellow rotation to provide a Cherry Bekaert employee in 2020 to serve as a GASB fellow.

### **GFOA Certification Reporting**

The GFOA *Certificate of Achievement for Excellence in Financial Reporting* is highly recognized as the epitome of financial

accountability and quality reporting. As with all of our GFOA submitting entities, we will assist you in any way necessary to help you continue to receive this award every year.

As a Firm, we have provided support in obtaining and maintaining the certification to more than 75 governments, with several of our partners, participating in the program as certificate reviewers.

Before issuance of our audit reports, we will review the CAFR in comparison to not only our Firm's standard governmental reporting checklist, but also the current GFOA reporting checklist to help ensure that the CAFR is in compliance with the certificate program requirements. We will also review any comments received from the two organizations from the most recent submission to ensure all matters are addressed appropriately.



## Experts in Serving Government Transportation Entities

To complement our extensive government services practice, Cherry Bekaert has developed a niche serving government transportation entities, including mass transit providers, toll roadways, airports and ports. A firm-wide listing of our current and past work with transportation agencies served includes:

- ▶ **Albert Whitted Airport, City of St. Petersburg, FL**
- ▶ Arlington Transit, VA
- ▶ Augusta Canal Authority, GA
- ▶ Augusta Regional Airport (AGS), GA
- ▶ Beaufort County Airport (Lady's Island) (ARW), SC
- ▶ Birmingham Airport Authority (BAM), AL
- ▶ Capital Region Airport Commission (RIC), VA
- ▶ **Central Florida Regional Transportation Authority d/b/a LYNX, FL**
- ▶ Charlotte-Douglas Airport (CLT)
- ▶ Chesapeake Expressway, VA
- ▶ Chesapeake Port Authority, VA
- ▶ City of Charlotte Transit System, NC
- ▶ **City of Lake Wales Airport Authority, FL**
- ▶ City of Portsmouth Port Facility, VA
- ▶ City of Raleigh Bus Service, NC
- ▶ **City of Vero Beach Airport Authority, FL**
- ▶ Department of Rail and Public Transportation (DRPT), VA
- ▶ Department of Transportation – Federal Transit Authority (FTA), Washington, D.C.
- ▶ Fayetteville Regional Airport (FAY), NC
- ▶ Fort Monroe Authority, VA
- ▶ Georgia Department of Transportation (GDOT), GA
- ▶ Greater Roanoke Transit Company, VA
- ▶ Hampton Roads Transit (HRT), VA
- ▶ Hartsfield-Jackson International Airport (ATL), GA
- ▶ Hartsville Regional Airport (SC)
- ▶ **Hillsborough County Public Transportation Commission, FL**
- ▶ **Hillsborough Area Regional Transit Authority, FL**
- ▶ Hilton Head Island Airport (HXD), SC
- ▶ **International Drive Master Transit and Improvement District, FL**
- ▶ **Key West International Airport (EYW), FL**
- ▶ **Marathon Airport (MTH), FL**
- ▶ Metropolitan Atlanta Regional Transit Authority (MARTA), GA
- ▶ Metropolitan Washington Airports Authority (MWAA), DC
- ▶ **Miami-Dade Aviation Department, FL**
- ▶ NC Department of Transportation (NCDOT) Turnpike Authority
- ▶ **Orlando – Orange County Expressway Authority, FL**
- ▶ **Orlando Sanford International Airport and TBI Airport Management, Inc., FL**
- ▶ **Pasco Heights Road and Bridge District, FL**
- ▶ Piedmont Triad Airport Authority, NC
- ▶ Raleigh-Durham International Airport Authority (RDU)
- ▶ Richmond Ambulance Authority, VA
- ▶ Richmond Metropolitan Transportation Authority, VA
- ▶ **Sarasota Manatee Airport Authority (SRQ), FL**
- ▶ **Southwest Florida International Airport (RSW), FL**
- ▶ **Tampa Port Authority, FL**
- ▶ Triangle Transit Authority
- ▶ Virginia Department of Transportation (VDOT), VA

**Bold=Florida Entities**



## Firm-wide Representative State & Local Government Experience

We pride ourselves on fostering the success of governmental entities and value the professional and personal relationships we have developed throughout our history of service to government entities. Cherry Bekaert's representative state & local government clients firm-wide are featured below:

Firm-Wide Government Clients		
Counties		
<ul style="list-style-type: none"> <li>Aiken County, SC</li> <li>Arlington County, VA</li> <li>Augusta-Richmond County, GA</li> <li>Beaufort County, SC</li> <li>Charlotte County, FL</li> <li>Chesterfield County, VA</li> <li>Columbia County, GA</li> <li>Cumberland County, NC</li> <li>Durham County, NC</li> </ul>	<ul style="list-style-type: none"> <li>Fairfax County, VA</li> <li>Forsyth County, NC</li> <li>Guilford County, NC</li> <li>Hanover County, VA</li> <li>Hillsborough County, FL</li> <li>Loudoun County, VA</li> <li>Mecklenburg County, NC</li> <li>Monroe County, FL</li> <li>Orange County, FL</li> </ul>	<ul style="list-style-type: none"> <li>Pickens County, SC</li> <li>Prince William County, VA</li> <li>Randolph County, NC</li> <li>Seminole County, FL</li> <li>Spotsylvania County, VA</li> <li>Volusia County, FL</li> <li>Wake County, NC</li> <li>York County, VA</li> </ul>
Cities and Towns		
<ul style="list-style-type: none"> <li>City of Asheville, NC</li> <li>City of Charlotte, NC</li> <li>City of Clearwater, FL</li> <li>City of Fairfax, VA</li> <li>City of Fayetteville, NC</li> <li>City of Ft. Myers, FL</li> <li>City of Greensboro, NC</li> </ul>	<ul style="list-style-type: none"> <li>City of Lake Helen, FL</li> <li>City of Lake Wales, FL</li> <li>City of North Augusta, SC</li> <li>City of Pinellas Park, FL</li> <li>City of Port St. Lucie, FL</li> <li>City of Raleigh, NC</li> <li>City of South Miami, FL</li> </ul>	<ul style="list-style-type: none"> <li>City of St. Petersburg, FL</li> <li>City of Titusville, FL</li> <li>City of Vero Beach, FL</li> <li>City of Virginia Beach, VA</li> <li>City of Winston-Salem, NC</li> <li>Town of Cary, NC</li> <li>Town of Eatonville, FL</li> </ul>
Authorities, Boards and Commissions		
<ul style="list-style-type: none"> <li>Atlanta Workforce Development Agency, GA</li> <li>Augusta Canal Authority, GA</li> <li>Beaufort-Jasper Water and Sewer Authority, GA</li> <li>Central Florida Regional Transit Authority (LYNX)</li> <li>Cleveland County Water, NC</li> <li>Eastover Sanitary District, GA</li> <li>Economic and Industrial Development Authorities of the City of Newport News, VA</li> <li>Economic Development Authority of Henrico County, VA</li> <li>Greenville Water System, SC</li> <li>Hillsborough Area Regional Transit Authority (HART), FL</li> </ul>	<ul style="list-style-type: none"> <li>Metropolitan Atlanta Rapid Transit Authority (MARTA) Metropolitan Washington Airports Authority, DC</li> <li>Miami-Dade Aviation Department, FL</li> <li>Orange County Educational Facilities Authority, FL</li> <li>Orange County Water and Sewer Authority, FL</li> <li>Piedmont Triad Regional Water Authority, NC</li> <li>Richmond Metropolitan Transportation Authority, VA</li> <li>Pinellas County Planning Council</li> </ul>	<ul style="list-style-type: none"> <li>Pinellas Metropolitan Planning Organization</li> <li>Portsmouth Economic Development Authority, VA</li> <li>Portsmouth Port and Industrial Commission, VA</li> <li>Sarasota Manatee Airport Authority, FL</li> <li>Tampa Bay Regional Planning Council, FL</li> <li>Transportation District Commission of Hampton Roads, VA</li> <li>Volusia County Education Facilities Authority, FL</li> </ul>
School Districts		
<ul style="list-style-type: none"> <li>Atlanta Public Schools, GA</li> <li>Asheboro City, NC</li> <li>Collier County, FL</li> <li>Cumberland County, NC</li> <li>DeKalb County School District, GA</li> <li>Duval County, FL</li> </ul>	<ul style="list-style-type: none"> <li>Fulton County Board of Education, GA</li> <li>New Hanover County, NC</li> <li>Osceola County, FL</li> <li>Pasco County School District</li> </ul>	<ul style="list-style-type: none"> <li>Polk County, FL</li> <li>Sarasota County, FL</li> <li>Seminole County, FL</li> <li>St. Lucie County, FL</li> <li>Volusia County, FL</li> </ul>

## Experience with Federal Transit Administration National Transit Database (NTD) Reporting

As a result of our extensive experience with governmental transportation authorities, we have had significant experience performing the required NTD agreed-upon procedures. All procedures are provided in accordance with the requirements of the Federal Transit Administration National Transit Database Policy Manual. In 2018, Cherry Bekaert worked diligently with the FTA and AICPA to modify the required reporting language to be compliant with current standards. A sampling of our recent experience includes the following:

Hillsborough Area Regional Transit Authority (HART)	• Annual reporter with Motor Bus, Light Rail, and Demand Response modes of service.
Hampton Roads Transit, VA	• Annual reporter with Motor Bus, Light Rail, Vanpool, Ferry Boat and Demand Response modes of service.
Georgia Regional Transportation Authority (GRTA)	• Annual reporter with Motor Bus mode of service.
Central Florida Regional Transportation Authority (d/b/a LYNX)	• Annual reporter with Motor Bus, Rapid Bus, Commuter Bus, Vanpool and Demand Response modes of service.
City of Charlotte Transit System, NC	• Annual reporter with Motor Bus, Light Rail, Vanpool and Demand Response modes of service.
City of Raleigh Transit System, NC	• Annual reporter with Motor Bus and Paratransit modes of service.
Triangle Transit, NC	• Annual reporter with Motor Bus, Vanpool and Paratransit modes of service.
Metropolitan Atlanta Rapid Transit Authority (MARTA)	• Annual reporter with Motor Bus and Heavy Rail modes of service.

## 2. Significant Staff Engagements in the Last 5 Years

Following is a listing of the most significant, similar audit engagements performed in the last five (5) years for which Cherry Bekaert served/is serving as the principal auditor.

Client Name	Total Staff Hours	Scope of Work	Dates of Service	Team Members	Client Contact Name/Contact
<b>Miami-Dade Aviation Department</b>	1600	Financial and compliance audit; UGG and Chapter 10.550 Rules of the Auditor General audit, PFC report, GFOA Cert.	2016 – Present	John Gilberto Scott Anderson Lauren Strope	Sergio San Miguel, CFO ssanmiguel@miami-airport.com 305.876.7077
<b>City of St. Petersburg</b>	1200	Financial and compliance audit, UGG and Chapter 10.550 Rules of the Auditor General audit, Agreed Upon Procedures, GFOA Cert.	2015 – Present	Scott Anderson Lauren Strope John Gilberto	Anne Fritz, Finance Director Anne.Fritz@stpete.org 727.893.7111
<b>City of Clearwater</b>	1100	Financial and compliance audit, UGG and Chapter 10.550 Rules of the Auditor General audit, Agreed Upon Procedures (includes water resources and storm water utility funds), GFOA Cert.	2005 – Present	John Gilberto Lauren Strope	Jay Ravins, Finance Director jay.ravins@myclearwater.com 727.562.4538
<b>City of Pinellas Park</b>	600	Financial and compliance audit (includes water and sewer utility funds)	2009 – Present	John Gilberto Lauren Strope	Sonny Kotala, Finance Administrator skotala@pinellas-park.com 727.369.0621
<b>Hillsborough Area Regional Transit Authority (HART)</b>	450	Financial and compliance audit, UGG and Chapter 10.550 Rules of the Auditor General, NTD Agreed Upon Procedures, examination of investments	2017 – Present	John Gilberto Lauren Strope	Joan Brown, Director of Financial Operations <a href="mailto:BrownJ@gohart.org">BrownJ@gohart.org</a> 813.384.6580

### 3. Single Audit Experience

Cherry Bekaert, including the Central Florida Practice, provides grant compliance services to clients with cumulative grant expenditures of nearly a billion dollars, making Cherry Bekaert one of the largest audit providers of Single Audit services in Central Florida. Accordingly, all the professionals we will devote to your audit have considerable depth of expertise in auditing expenditures of federal and state awards.

As an office and as a firm, our services are very much focused on grant compliance requirements. This entails documenting our understanding of grant controls over compliance, ensuring we have the latest federal or state guidance associated with Single Audit requirements, testing grant compliance

and related controls, and communicating the results of our tests. We often communicate with federal and state agencies during our planning process to ensure we have their most recent regulatory requirements and to ensure we are familiar with any communications or audits they have conducted in association with our clients that may influence the extent and nature of our procedures.

The majority of our 150+ engagements with government entities include compliance audits under Governmental Auditing Standards and the Uniform Grant Guidance, and applicable state requirements. As a Firm, we perform over **100 single audits of local governments and not-for profit organizations** on an annual basis. A representative list of some of our governmental Single Audit clients follows in the last 5 years:

Local Government	Federal and State Awards Expended (per year)
Hillsborough County, FL	\$109 Million
Hillsborough Area Transit Authority (HART)	\$28 Million
Central Florida Regional Transportation Authority (LYNX)	\$40 Million
Miami-Dade Aviation Department	\$28 Million
City of St. Petersburg, FL	\$61 Million
Mecklenburg County, NC	\$1.2 Billion
Guilford County, NC	\$695 Million
Cumberland County, NC	\$545 Million
Durham County, NC	\$338 Million
Forsyth County, NC	\$330 Million
Union County, NC	\$231 Million
City of Raleigh, NC	\$29 Million

#### 4. Size of Firm and Government Services Industry Group

Cherry Bekaert's 1,250+ associates & partners serve clients nationally from nine states and Washington, D.C. Our Government Services Industry Group is comprised of more than 200 professionals, currently serving more than **150 government entities** including many Governmental Transportation entities.

#### 5. Subcontractors

The Firm has requested the participation of Christine Dever Homack, CPA, CFF, CFE, DGMA, CIA, who is the owner of her own consulting practices, Accountabilities Consulting Services, LLC.

Christine is certified for a small business enterprise (SBE) and a disadvantaged woman business enterprise (DWBE).

# Section 4: Audit Approach

## 1. Work Plan and Methodology

Cherry Bekaert recognizes that the business landscape is rapidly changing with employees working remotely, businesses operating in multiple locations and technologies improving at lightning speed. Our service delivery process is constantly evolving to meet this changing landscape by providing a platform for performing quality and comprehensive services model that:

- ▶ Promotes real-time year round collaborative planning, communication and status updates
- ▶ Integrates the technology of information sharing seamlessly and without disruption
- ▶ Decompresses the evidence gathering burden on your team
- ▶ Reduces distractions to your team
- ▶ Minimizes your training of Cherry Bekaert staff
- ▶ Enhances specialist interaction

**FLOW** (Flexible Leveraged Optimized Workspace) is used across the audit process from planning to delivery of audit reports and other deliverables. Smartsheet® is primarily used to facilitate FLOW. Cherry Bekaert uses secure, web-based document management solutions for clients to transmit data files to the team. Authentication to the SmartSheet portal utilizes unique login credentials, and data is secured through SSL encryption.



Please see complete work plan and audit methodology in our response to Question 2 below.

## 2. Audit Approach and Work Plan

### Scope of Work

- ▶ Cherry Bekaert will perform PSTA's audits in compliance within the requirements of:
  - Chapter 218.415, Florida Statutes and Chapter 10.550, Rules of the Auditor General of the State of Florida
  - AICPA's Audits of State and Local Governments
  - *Governmental Auditing Standards* issued by the Comptroller General of the United States
  - Title 2 Code of Federal Regulations, Part 200, Grants and Agreements
  - Florida Single Audit Act
  - Statement on Auditing Standards (SAS)
  - Government Accounting Standards Board (GASB)
  - Any other applicable federal, state, local regulations or professional guidance not specifically listed above, as well as any additional requirements which may be adopted by these organizations in the future
- ▶ Cherry Bekaert will also:
  - Express an opinion on the fair presentation of PSTA's financial statements in conformity with generally accepted accounting principles
  - Complete the appropriate sections of and sign the Data Collection Form
  - Perform agreed-upon procedures and provide certification of PSTA's statistical data contained in the National Transit Database (NTD) Report that it is in accordance with standards established by the FTA and are in conformity with the requirements of the Uniform System of Accounts (USOA) and Records and Reporting System

- Provide an electronic copy of the final audit report and related Single Audit schedules and other compliance documents for CAFR presentation
- Be available to meet with members of governance and audit committee, as needed
- Present a report on the audit at both the finance and audit committee meeting, as well as the full board meeting

### Risk Based Audit Approach

Our approach will be risk-based, highly automated and specifically tailored to PSTA's unique circumstances and encompass internal control procedures at each of the internal control systems on which we will report, with an early focus on ways to help facilitate PSTA's year-end closing process. We will look beyond standard approaches and traditional services for innovative ways to deliver value to your unique situation. The insight we gain from working with you will help us find opportunities to enhance PSTA's performance.

Cherry Bekaert employs an efficient, effective, compliant and time-tested audit process whose methodology facilitates audit quality and delivers a comprehensive and timely audit. Our audit approach focuses on a targeted examination of your financial statements by addressing the risks related to the fair presentation of the statements in accordance with accounting principles generally accepted in the United States.

In order to effectively implement our audit plan, we employ experienced government industry personnel to analyze the routine and unique processes and transactions accumulated and assimilated into PSTA's financial statements. Cherry Bekaert's service team resources will also be augmented by subject matter experts within our Firm to assure that all our resources are devoted to providing PSTA the level of service it expects and deserves.

Our approach will address accounting and auditing issues early to help PSTA provide a smooth audit at year-end. In addition to planning communications, we will communicate results of our interim

procedures and reassess our audit plan to ensure issues have been addressed timely, staffing is appropriate, and our fieldwork is the highest quality.

At the conclusion of the engagement, we will present the results of the audit to the finance and audit committee and the full board. We pride ourselves on our year-round availability to ensure that those charged with governance are educated on current and upcoming accounting standards that could significantly affect the financial statements.

### Quality Standards

Professionalism in the accounting industry involves independence, integrity, objectivity, and adherence to professional standards and applicable laws and regulations. This includes a demonstrated will to maintain and improve the quality of professional services and to withstand all pressures, competitive and other, to compromise on core values, principles, standards and quality.

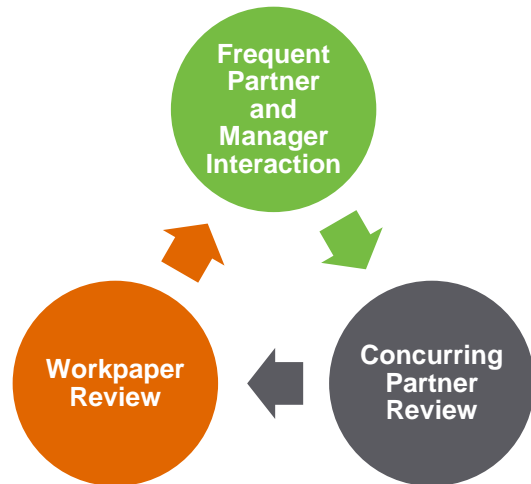
We strive to provide the highest possible quality of service to our clients, to meet our obligations to the public, and to conform to the standards of our profession.

In order to meet these goals, we adhere to policies and procedures that provide reasonable assurance that every audit, tax, accounting and management advisory services engagement will be completed in accordance with the high standards of the public, our Firm and, most importantly, our clients.

It is the policy of our Firm that all compilation, review, audit and attestation (including forecast and projection) engagements be properly planned, performed, supervised, reviewed, documented and reported upon in accordance with the requirements of professional standards and regulatory authorities.

We monitor our quality control system continuously to provide reasonable assurance that our quality control policies and procedures are designed

suitably and applied effectively. As an integral part of the monitoring process, our quality control system is inspected annually to determine whether the Firm has complied with its stated quality control policies and procedures. We engage in a number of measures to help ensure the quality of our work such as participating in external peer reviews. We also have a number of engagement-specific quality control procedures:





## Examples of Audit Procedures

The following chart shows the key procedures and timeframe applied during each of the defined stages of the financial statement and single audit engagements:

### Financial Statement Audit

### Single Audit

#### Phase 1: Orientation & Planning

- ▶ Understanding PSTA (Inherent Risks)
  - Business & Industry
  - GAAP & GAAS issues
  - Review of budget and related materials
- ▶ Calculating Preliminary Materiality
- ▶ Conducting Planning Meeting/Entrance Conference with Board
- ▶ Commit to Timeline
- ▶ Develop a Communication Plan
- ▶ New GAAP & GAAS
- ▶ Preliminary Analytic Review

- ▶ Planning Meeting/Entrance Conference with PSTA Management and Audit Committee
  - Review Prior Year Schedule of Expenditures of Federal Awards and State Projects (SEFA)
  - Identify Potential New Major Programs

#### Phase 2: Internal Controls Assessment & Risk Assessment

- ▶ Understanding the Design & Implementation of Controls (Control Risks)
  - Identifying Significant Internal Control Cycles (reviewing manuals and programs)
  - Understanding Information Technology (IT) Environment (financial and other management information systems)
- ▶ Performing Walkthrough of Key Controls (including a review of the organizational chart)
- ▶ Testing of Internal Controls & IT General Controls
- ▶ Performing AU 316: Fraud Inquiries & Testing
- ▶ Accumulating and Assessing Risks
  - Identifying Significant Accounts & Audit Cycles
  - Evaluating Risks & Tailoring Audit Programs to Mitigate Identified Risks

- ▶ Identifying Type A and Type B programs in accordance with Uniform Grant Guidance
- ▶ Performing Risk Assessment to Determine Major Programs
- ▶ Obtaining and Reviewing Applicable Compliance Supplement to Develop Audit Plan
- ▶ Documenting of Internal Controls Related to Financial Reporting and Compliance for Major Programs
- ▶ Performing Walkthrough of Key Internal Controls over Major Programs

## Financial Statement Audit

## Single Audit

### Phase 3: Fieldwork

- ▶ Preparing Third-Party Confirmations
- ▶ Selecting Substantive Samples using Data Extraction Software
- ▶ Completing Substantive Testing of Balances & Transactions
- ▶ Proposing, Adjusting and Reclassifying Entries, If Necessary
- ▶ Conducting Exit Conference

- ▶ Performing Tests of Key Controls over Major Programs
- ▶ Selecting Sample Size
- ▶ Testing Selections for Conformance with Applicable Compliance Requirements
- ▶ Obtaining Federal Schedule of Expenditures to Determine Major Programs
- ▶ Completing Testing
- ▶ Discussing Findings with Management Including Obtaining Corrective Action Plans

### Phase 4: Reporting & Delivery

- ▶ Reviewing Financial Statements & Footnote Disclosures with Management
- ▶ Completing Audit Report
- ▶ Presenting Report and Management Letter to PSTA Management, Audit/Finance Committees and Board
- ▶ Conducting Post-Audit Conference

- ▶ Preparing Compliance Reports and Schedule of Findings & Questioned Costs
- ▶ Presenting Report to PSTA Management/Audit Committee

## Deliverables

The results of our audit, compliance and attestation testing will yield the following deliverables by required issuance date:

Deliverable	Occurring By
Finance & Performance Management Committee – Summary of Audit Plan	TBD
Finance & Performance Management Committee and the Full Board- Results of Audit	March Committee and Board Meeting
Financial Statements and audit opinion thereon	Prior to February 28 <sup>th</sup>
Report on Investments	Prior to February 28 <sup>th</sup>
Recommendations to Enhance Internal Accounting Controls	Prior to February 28 <sup>th</sup>
Financial and Compliance Examination Pursuant to OMG 2-CFR-Part 200, Compliance Supplement Subpart F (previously Circular A-133) with Reports of Independent Accountants	Requesting Completion by June 30 <sup>th</sup>
Report of Independent Accountants on National Transit Database Report	Prior to January 31 <sup>st</sup>
Attestation Report on management’s assessment of Internal Controls	Prior to February 28 <sup>th</sup>

**Level of Staff and Hours Assigned to Each Segment**

The successful execution of an effective, efficient, and timely audit plan requires the coordination of all engagement team members and PSTA personnel. We know this coordination can only be successful if the Firm’s audit partners and managers actively bring their experience and guidance to the process—from the first day of fieldwork to the presentation of audit results. This extensive involvement is critical to ensuring all risks are addressed, any issues are resolved timely, and our audit services meet or exceed PSTA’s expectations.

Our desire to establish a long-term partnership with PSTA is evident in the engagement team of seasoned government auditors and advisors who have committed themselves to PSTA’s team. See the Firm’s Staffing Plan below:

Audit Phase	Staffing Level			
	Partners/Directors	Sr. Manager/ Manager	Senior	Staff
Orientation & Planning	7	15	22	30
Internal Controls Assessment & Risk Assessment	20	40	60	80
Fieldwork	23	45	68	90
Reporting & Delivery	10	20	30	40

## Sample sizes

Sampling will be used in all aspects of the testing phase, using tailored audit programs. We will conduct tests to ascertain that the significant controls within the system are functioning as described to us to test grant compliance and certain financial accounts. The Firm has developed sample size guidelines for all samples performed in order to form an opinion on the financial statements under auditing standards generally accepted in the United States and *Government Auditing Standards*. Statistical sampling is used as deemed appropriate.

Transactions will be selected and reviewed in detail sufficient to formulate conclusions regarding compliance with control procedures.

Additional tests will be designed to provide reasonable assurance that the information produced by the accounting system is valid.

## Engagement Software

Our engagement will combine data analysis software, wireless technology and engagement management software. As such, our documentation is virtually paperless with procedures documented in an automated environment and files shared through encrypted wireless technology among engagement team members. We will also provide a secure client portal for transmitting information to the engagement team over the internet.

### Data Analysis Software

IDEA data analysis software is an excellent tool to test for ways to improve efficiency and effectiveness.

ActiveData advance data analytics and statistics assists in understanding trends and identifying anomalies.

### Work Paper Management

Work papers are managed using CCH Engagement allowing us to prepare, review, transfer and manage our work in a paperless environment.

### Wireless Technology

Our computers are linked using encrypted wireless technology.

Use of collaborative cloud-based tool to securely manage PBC list and data files.

### Secure Document Management

Cherry Bekaert uses secure, web-based document management solutions for clients to transmit data files to the team. Authentication to the SmartSheet portal utilizes unique login credentials, and data is secured through SSL encryption.

## Analytical Procedures

We perform analytical review procedures during the audit's planning, substantive testing and report review stages. In addition to testing supporting documents and details of the accounting records, we will perform an overall evaluation of account balances and their interrelationship. We design this analytical review to identify unexpected fluctuations in accounts, the absence of expected fluctuations and other items that appear unusual in light of expected results, past performances, normal relationships and other factors. This provides a business operation approach to auditing.

## Approach to Understanding PSTA's Internal Controls/Structure

During the planning segment, we will review the internal control environment over the financial processes of PSTA. This control review is to gain an understanding of the processes and controls related to PSTA, and during its course we may test certain controls that we will rely on in performing the audit.

By focusing on internal controls in the planning segment of the engagement, we believe we will have a sufficiently strong understanding of the significant areas and processes of PSTA to perform an efficient and effective audit. We will communicate with management any weaknesses we may find in the internal controls, as well as any opportunities for strengthening controls or making processes more efficient.

## Approach to Determining Laws and Regulations

We are quite familiar with compliance requirements applicable to PSTA and have a very positive reputation with federal and state regulatory agencies. Our compliance audit procedures will be designed to identify and test those transactions and activities that are likely to have a financial impact on PSTA's financial statements and to determine whether they were carried out in accordance with the provisions of laws, rules and contracts. Our reports will note any instances of noncompliance that could have a material effect on PSTA's financial statements.

## Potential Audit Problems

We are on the forefront of technical and operational matters affecting Florida government entities receiving federal and state funding and, as such, are well positioned to serve PSTA. We do not anticipate any special assistance beyond that which is customary from PSTA personnel.

If a team member were to leave the firm during the audit, the team member would be replaced by an individual with more experience than the lost member so that the audit would continue with no additional burden to PSTA. For instance, if the senior were to leave during the audit, the manager would take the senior's place until a suitable replacement is brought up to speed.

## Approach to Management Letters



To avoid any surprises, our client service team prepares management comments with a "bottom-up" review approach. This allows any draft comments or recommendations to be initially reviewed at the departmental level directly responsible for the activity under review, and only subsequently discussed at higher levels if the observation has been validated.

We further do not employ a “gotcha” strategy; any suggested improvements will be constructive, and both Cherry Bekaert and PSTA’s staff will agree to the facts behind any observations before any finding progresses toward reporting. Our findings will contain a statement of condition describing the situation and the matter needing attention, what should be corrected, and why.

Our suggestions will withstand the four basic tests of corrective action:

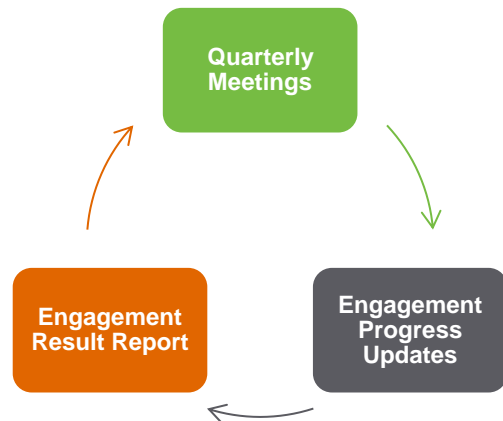
1. The recommendations will be cost-effective
2. The recommendations will be the simplest to implement in order to correct the matter
3. The recommendations must go to the heart of the problem and not just correct the “symptoms”
4. The corrective action will document why the deficiency occurred

### Open Communication

At Cherry Bekaert, we emphasize the value of communication with our clients. Open and regular communication is an integral part of our Firm’s culture and service philosophy. We will meet with PSTA’s management to:

- ▶ Discuss operations and seamlessly deliver service
- ▶ Determine accounting and reporting strategies for operations and special transactions
- ▶ Discuss newly issued accounting pronouncements and implementation issues
- ▶ Discuss industry trends and best practices impacting the public sector and observed during our service throughout Florida and the Southeast

In addition to the formal correspondence required by auditing standards, we will communicate openly and candidly with management throughout the year. We will meet with management and appropriate staff from all components at the beginning of the engagement to discuss expectations and the timelines for our work, during fieldwork and at the audit’s completion to review our findings and other items that may assist in PSTA’s fiduciary responsibilities. If appropriate, we will issue a management letter denoting items related to internal control practices and recommending ways to improve management and control of PSTA’s resources or to provide insight into public sector “best practices”.



## Section 6: Exceptions

After reviewing Exhibit D Special Provisions, Page 8, Minimum Insurance Requirements, Cherry Bekaert would like to offer alternative language for the following:

- (a) Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by PSTA. The policies of insurance shall be primary and written on forms acceptable to PSTA and placed with insurance companies approved and licensed by the Insurance Department in the State of Florida in accordance with all laws, and meet a minimum financial AM Best rating of no less than:

“A - Excellent: FSC VII.” Insurance certificates are to be provided to the Procurement and Contracts Administration Department as part of the bid response.

***Cherry Bekaert’s Commercial General Liability and Umbrella Liability policies have primary provision, as required by written contract. There is no provision on the Automobile Liability policy.***

- (e) Renewal Certificates of Insurance must be provided to PSTA at least 10 days prior to expiration of current coverages so that there shall be no interruption in the service due to lack of proof of insurance coverages required of the Contractor/Vendor.

***Cherry Bekaert can provide 30 day notice of cancellation or non-renewal, except for the Firm’s Professional Liability policy. There is not a provision to provide 30 day notice of cancellation for the Firm’s Worker’s Compensation policy.***

***The Firm can provide the Purchasing Department with new insurance certificates at least 15 days prior to renewal, except in the case of Professional Liability, which has a renewal date closer to the expiration date.***

After reviewing Exhibit K, Agreement to Furnish Financial Auditing Services, Section 10, 10.01 Indemnification, Cherry Bekaert would like to offer alternative language for the following:

***“The Contractor agrees to indemnify, defend and hold harmless the [Client] (including, without limitation, its officers, directors, shareholders, employees, agents, successors, and assigns) from and against any and all claims, debts, liabilities, damages, demands, obligations, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs), actions and causes of action arising from (a) the breach of any of the terms of the contract by [Contractor] or any party acting by or through [Contractor] (including, without limitation, any of its representatives); (b) the violation of any applicable law or regulation; or (c) a claim asserted by any third-party based on the negligence of the [Contractor] in the performance of the contract. This paragraph shall survive the termination of the contract including any renewal or extension thereof. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of ten million dollars (\$10,000,000.00).”***



# Appendix A: Engagement Team CPE

Scott Anderson

Yellow Book

Program History

Session ID	Program	Completion Date	Sponsor
2941958	FGFOA Gulf Coast Chapter Fall Conference	9/20/2019	FGFOA
2923227	AOAF Module 3 Collaborative Learning Session	8/7/2019	Business Learning Institute
2941959	New Lease Accounting from a Lessee's Perspective - Find out What You Need to Know	7/31/2019	The Construction Financial Management Association
2921922	Overview of New EBP Reporting Standard: Forming an Opinion and Reporting on Financial Statements of Employee Benefit Plans Subject to ERISA	7/25/2019	Cherry Bekaert LLP
2919385	Campus Recruiting - Engaging Candidates & Managing On-Campus Interview	6/25/2019	Cherry Bekaert LLP
2919859	FGFOA 2019 Annual Conference	6/11/2019	FGFOA
2923231	AOAF Module 1 Collaborative Learning Session	6/10/2019	Business Learning Institute
2919371	Audit U 2019 - Partner/Manager - Day 2	6/6/2019	Cherry Bekaert LLP
2919369	Audit U 2019 - Partner/Manager - Day 1	6/5/2019	Cherry Bekaert LLP
2883300	Ethics for Accountants: Florida	5/21/2019	CCH Learning Center
2914982	Case Studies in the New Lease Standard	4/16/2019	Cherry Bekaert
2914310	Best Practices in Control Walkthroughs	4/2/2019	Cherry Bekaert
2912774	Annual AAEE/Southeast Chapter Airport Finance and Administrative Conference	2/12/2019	American Association of Airport Executives

2910210	Industry Summit	1/29/2019	Cherry Bekaert LLP
2907965	An Executive Overview of ASUs Issued in 2018	1/8/2019	Cherry Bekaert LLP
2899555	Independence Technical Update	12/10/2018	Becker
2907561	Tampa Not-for-Profit Seminar	12/5/2018	Cherry Bekaert LLP
2898179	Confirm Control: The many uses of Confirmation.com	11/14/2018	Cherry Bekaert LLP
2884196	North Carolina Ethics	11/13/2018	Becker Professional Education
2896160	AdvanceFlow and Checkpoint Engage Training	11/5/2018	Cherry Bekaert LLP
2896158	Implementing ASU 2016-14: Not For Profit Financial Statements	10/31/2018	Cherry Bekaert LLP
2582589	Single Audit: Best Practices to Avoid Common Audit Problems and Pitfalls	10/23/2018	Becker Professional Education
2892940	Revenue Recognition - Transition Methods	9/25/2018	Cherry Bekaert LLP
2886654	A&A Update for Employee Benefit Plans	6/12/2018	Cherry Bekaert LLP
2885958	Leadership and Management	6/7/2018	Cherry Bekaert LLP
2885930	ASC 606 - Implementation Issues	6/5/2018	Cherry Bekaert LLP
2885953	Chillin' with Childress & InfoSec Update	6/5/2018	Cherry Bekaert LLP
2882855	ASC 606 - Process: Beyond the Theory	6/5/2018	Cherry Bekaert LLP
2882856	Job Budgeting in Star	6/5/2018	Cherry Bekaert LLP
2882857	Update from New Firm Managing Partner	6/5/2018	Cherry Bekaert LLP
2882858	Becoming a Cherished Advisor	6/5/2018	Cherry Bekaert LLP
2882852	State of the Service Line and A&A Initiatives Update	6/4/2018	Cherry Bekaert LLP
2882853	Star Overview (the Process)	6/4/2018	Cherry Bekaert LLP
2882854	Client Service	6/4/2018	Cherry Bekaert LLP
2881167	2018 GASB Update	5/15/2018	Cherry Bekaert
2631884	Tax Reform: Implications for 2017 Financial Statements	1/23/2018	Cherry Bekaert LLP
2609752	ASUs Effective for 2017 Year Ends and Beyond	12/19/2017	Cherry Bekaert LLP

2610141	Making Sense out of Change	12/12/2017	Cherry Bekaert LLP
2607573	Leases - Part 2	11/28/2017	Cherry Bekaert LLP
2606830	Leases - Part 1	11/15/2017	Cherry Bekaert LLP
2606832	Revenue Recognition for Not For Profit Entities - Rebroadcast	11/14/2017	Cherry Bekaert LLP
2601888	Business Summit: Conversations Smart Businesses Should Have Now	10/11/2017	Cherry Bekaert LLP
2601081	Revenue Recognition - Steps 3 and 4	10/3/2017	Cherry Bekaert LLP
2593150	GASB Leases - What You Need To Know	9/12/2017	Cherry Bekaert LLP
2591809	Rev Rec: Part 2 - Case Studies of Steps 1 & 2	8/15/2017	Cherry Bekaert LLP
2591728	Improving Audit Efficiency - Tampa	8/11/2017	Cherry Bekaert LLP
2591945	FGFOA 2017 Annual Conference - Local Government Accountability Update and General Session	7/26/2017	FGFOA
2588310	FGFOA 2017 Annual Conference - GASB Hot Topics and GASB Update	6/25/2017	FGFOA
2586086	Implementing the New NFP Standard	6/20/2017	Cherry Bekaert LLP
2586084	Technology Solutions: What We Do and Why It Works	6/19/2017	Cherry Bekaert LLP
2585103	Audit U - IT Update - "Office Anywhere" - What Does it Mean and What Changes Will it Bring?	6/7/2017	Cherry Bekaert LLP
2585078	Chillin' with Childress - Engagement Letters Legal Update	6/6/2017	Cherry Bekaert LLP
2585084	Audit U - Finding the Balance Between Humans and Machines	6/6/2017	Cherry Bekaert LLP
2583971	ADKAR Introduction Webinar	5/24/2017	Cherry Bekaert LLP
2583968	2017 Standardized EBP Tools	5/23/2017	Cherry Bekaert LLP
2582539	2017 GASB Update	5/9/2017	Cherry Bekaert LLP

2582269	APA Overview	5/1/2017	Cherry Bekaert LLP
2582144	Revenue Recognition - Part 1 - Rebroadcast	4/25/2017	Cherry Bekaert LLP
2536187	Risk Assessment When Auditing Employee Benefit Plans	4/19/2017	CCH
2581477	AICPA Peer Review Must-Select Industry Update: Governmental-Government Auditing Standards	4/19/2017	AICPA
2559370	Auditing: Employee Benefit Plans	4/18/2017	CCH
2517284	Employee Benefits, Part 2 - Defined Contribution Plans	4/18/2017	Becker Professional Education
2582136	Cybersecurity	4/18/2017	Cherry Bekaert LLP
2515589	Introduction to Employee Benefits, Part 1	4/17/2017	Becker Professional Education
2582134	SSAE 18 - The New Attestation Standards: What you need to know	4/11/2017	Cherry Bekaert LLP
2512162	Florida Ethics: An Overview for Accountants	4/10/2017	CCH
2579742	Understanding Cloud Solutions Lunch and Learn	3/2/2017	Cherry Bekaert LLP
2576443	ASUs Issued in 2016	1/9/2017	Cherry Bekaert LLP
2574341	Engagement Conversations Training	12/19/2016	Cherry Bekaert LLP
2573946	Not-For-Profit Seminar	12/6/2016	Cherry Bekaert LLP
2573932	CB Policies Update	12/1/2016	Cherry Bekaert LLP
2568002	Not For Profit Presentation & Disclosures under new ASU	10/4/2016	Cherry Bekaert LLP
2567266	Senior Manager Leadership Training - Crucial Conversations	9/30/2016	Cherry Bekaert LLP
2567264	Senior Manager Leadership Training - Expanding Your Influence	9/29/2016	Cherry Bekaert LLP
2567265	Senior Manager Leadership Training - Coaching and Mentoring	9/29/2016	Cherry Bekaert LLP
2567257	Senior Manager Leadership Training - Courage	9/28/2016	Cherry Bekaert LLP
2567258	Senior Manager Leadership Training - Trust	9/28/2016	Cherry Bekaert LLP

2567262	Senior Manager Leadership Training - Emotional Intelligence Refresher: Resilience	9/28/2016	Cherry Bekaert LLP
2567263	Senior Manager Leadership Training - 360 Feedback with ESCI	9/28/2016	Cherry Bekaert LLP
2563641	Audit U - Joint Session - Professional Issues Update/IT Security	8/17/2016	Cherry Bekaert LLP
2563687	Audit U - Joint Session - A Word From Legal/Client Experience	8/17/2016	Cherry Bekaert LLP
2565963	Audit U - Level 6 Instructor	8/17/2016	Cherry Bekaert LLP
2564241	Audit U - Level 6 - File Review & Documentation	8/17/2016	Cherry Bekaert LLP
2563493	Audit U - Partner/Manager - Intro to Virtual Audit	8/15/2016	Cherry Bekaert LLP
2563496	Audit U - Partner/Manager - Resource Management	8/15/2016	Cherry Bekaert LLP
2563497	Audit U - Partner/Manager - Dashboard Confessionals	8/15/2016	Cherry Bekaert LLP
2563502	Audit U - Partner/Manager - Standardization Demo & Virtual Reality	8/15/2016	Cherry Bekaert LLP
2562257	Client Experience Update: FY2016 Results and What's Next	7/14/2016	Cherry Bekaert LLP
2559817	2016 GASB Update	6/29/2016	Cherry Bekaert LLP
2492908	Standard Costing	6/27/2016	Becker Professional Education
2568899	Accounting and Audit Update	6/21/2016	Florida Schools Finance Officer Association
2565960	FGFOA 2016 Annual Conference - Day 4	6/15/2016	Florida Government Finance Officers Association
2558726	Single Audit & Compliance Supplement Update	6/15/2016	Cherry Bekaert LLP
2566870	FGFOA 2016 Annual Conference	6/15/2016	FGFOA
2562499	Integrating IT into the Audit Process/Award Winning CAFR's/Implementing the OMB's New Super Circular	6/14/2016	FGFOA

2562500	Moving Financials to the Cloud/Opening General Session/the Latest Trends in Banking Technology	6/14/2016	FGFOA
2562498	Pensions and Other Post-Employment Enefits	6/13/2016	FGFOA
2565958	FGFOA 2016 Annual Conference - Day 2 & 3	6/13/2016	Florida Government Finance Officers Association
2565957	FGFOA 2016 Annual Conference - Day 1	6/12/2016	Florida Government Finance Officers Association
2562497	GASB Update and Hot Topics	6/12/2016	FGFOA
2556615	NFP Game Show	5/10/2016	Cherry Bekaert LLP
2509206	SSARS 21	5/2/2016	Becker Professional Education
2542850	It's Only Fair According to GASB 72	12/10/2015	Cherry Bekaert LLP
2542837	A&A Update: Effective ASU's for 2015	12/1/2015	Cherry Bekaert LLP
2509711	North Carolina Ethics: An Overview for All Accountants	11/5/2015	CCH
2541293	Episode II - Attack of the Controls	10/22/2015	Cherry Bekaert LLP
2535954	The PPCB Way - Understanding the Entity and Writing Risks	10/13/2015	Cherry Bekaert LLP
2526410	Developments in Independence and Ethics (Second Edition)	10/8/2015	CCH
2535460	IT Security and HIPAA Update	10/6/2015	Cherry Bekaert LLP
2535280	Risk Assessment & Planning - The PPCB Way	9/24/2015	Cherry Bekaert LLP
2529104	Best Practices in Billing	8/11/2015	Cherry Bekaert LLP
2528771	Analytical Procedures	8/4/2015	Cherry Bekaert LLP
2527027	Audit U - Data Security & Advisory Update	6/3/2015	Cherry Bekaert LLP
2525144	Audit U - Welcome/A&A Practice Update	6/3/2015	Cherry Bekaert LLP
2525145	Audit U - ReGenerations	6/3/2015	Cherry Bekaert LLP
2525141	Audit U - Partner/Manager - The PPCB Way - Day 2	6/2/2015	Cherry Bekaert LLP

2525143	Audit U - Partner/Manager - Accountability: Putting It All Together	6/2/2015	Cherry Bekaert LLP
2525130	Audit U - Partner/Manager - Welcome	6/1/2015	Cherry Bekaert LLP
2525131	Audit U - Partner/Manager - Accountability: What Does It Mean?	6/1/2015	Cherry Bekaert LLP
2525135	Audit U - Partner/Manager - Why We Are Doing This	6/1/2015	Cherry Bekaert LLP
2525136	Audit U - Partner/Manager - Project Management	6/1/2015	Cherry Bekaert LLP
2525140	Audit U - Partner/Manager - The PPCB Way - Day 1	6/1/2015	Cherry Bekaert LLP
2524323	Edu/Gov/NFP Conference - Client Service Excellence	5/14/2015	Cherry Bekaert LLP
2524346	Edu/Gov/NFP Conference - Uniform Grant Guidance - Gov	5/14/2015	Cherry Bekaert LLP
2524369	Edu/Gov/NFP Conference - Pensions - Gov	5/14/2015	Cherry Bekaert LLP
2524327	Edu/Gov/NFP Conference - Risk Assessment	5/14/2015	Cherry Bekaert LLP
2524332	Edu/Gov/NFP Conference - Spotting Fraud in a NFP, Gov Environment	5/13/2015	Cherry Bekaert LLP
2524203	Edu/Gov/NFP Conference - Internal Controls/COSO for Gov & NFPs	5/13/2015	Cherry Bekaert LLP
2524216	Edu/Gov/NFP Conference - Panel - Cross Selling	5/13/2015	Cherry Bekaert LLP
2524299	Edu/Gov/NFP Conference - Audit Efficiency - Gov	5/13/2015	Cherry Bekaert LLP
2524317	Edu/Gov/NFP Conference - Spot the Error - Gov	5/13/2015	Cherry Bekaert LLP
2517939	GASB 68 - Accounting and Financial Reporting for Pensions	4/22/2015	Cherry Bekaert LLP
2517919	The Role of IT Audit and SAS 99 Requirements	4/14/2015	Cherry Bekaert LLP
2517383	Independence and Code of Conduct	4/7/2015	Cherry Bekaert LLP
2514226	Impact of the Uniform Grant Guidance	2/25/2015	Cherry Bekaert LLP
2513635	ASU's Released in 2014	1/27/2015	Cherry Bekaert LLP
2510560	Hands on With GFR	1/6/2015	Cherry Bekaert LLP



John Gilberto

Yellow Book

Program History

Session ID	Program	Completion Date	Sponsor
2925739	(ECS) Fairfax County CPE	8/13/2019	Cherry Bekaert LLP
2920800	Best Practices in Data Analytics - Rebroadcast	7/16/2019	Cherry Bekaert LLP
2918907	Best Practices in Control Walkthroughs - Rebroadcast	6/18/2019	Cherry Bekaert LLP
2919371	Audit U 2019 - Partner/Manager - Day 2	6/6/2019	Cherry Bekaert LLP
2919369	Audit U 2019 - Partner/Manager - Day 1	6/5/2019	Cherry Bekaert LLP
2917352	2019 Spring Conference	5/10/2019	The Virginia Government Finance Officers' Association (VGFOA)
2915988	2019 GASB Update	5/1/2019	Cherry Bekaert LLP
2915825	(ECS) Fairfax County CPE	4/24/2019	Cherry Bekaert LLP
2918268	(ECS) Prince William County CPE	4/23/2019	Cherry Bekaert LLP
2907965	An Executive Overview of ASUs Issued in 2018	1/8/2019	Cherry Bekaert LLP
2898743	Independence Technical Update	11/26/2018	Becker Professional Education
2892460	Sampling	9/18/2018	Cherry Bekaert LLP
2892739	Governmental Accounting and Auditing Update Conference 2018	8/13/2018	Association of International Certified Professional Accountants
2891242	GASB 84: Fiduciary Activities	8/7/2018	Cherry Bekaert LLP
2887541	Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made	7/10/2018	Cherry Bekaert LLP
2894710	The Anticipatory CPA Firm	6/21/2018	The Business Learning Institute
2883529	Government Industry Breakout	6/6/2018	Cherry Bekaert LLP
2883530	Growth Panel	6/6/2018	Cherry Bekaert LLP
2883523	ASC 606 - Implementation Issues	6/5/2018	Cherry Bekaert LLP

2883524	ASC 606 - Process: Beyond the Theory	6/5/2018	Cherry Bekaert LLP
2883525	Job Budgeting in Star	6/5/2018	Cherry Bekaert LLP
2883526	Update from New Firm Managing Partner	6/5/2018	Cherry Bekaert LLP
2883527	Becoming a Cherished Advisor	6/5/2018	Cherry Bekaert LLP
2883528	Chillin' with Childress & InfoSec Update	6/5/2018	Cherry Bekaert LLP
2883520	State of the Service Line and A&A Initiatives Update	6/4/2018	Cherry Bekaert LLP
2883521	Star Overview (the Process)	6/4/2018	Cherry Bekaert LLP
2883522	Client Service	6/4/2018	Cherry Bekaert LLP
2887076	2018 Spring Conference	5/24/2018	VGFOA
2879594	Revenue Recognition for Not For Profit Entities - Rebroadcast	5/1/2018	Cherry Bekaert
2877659	GASB Update May 2017	4/4/2018	Becker Professional Education
2877662	Not-for-Profit Entities: Financial Statement Presentation (ASU 2016-14)	4/4/2018	Becker
2673733	29th Annual AAAE/Southeast Chapter AAAE Finance & Administration Conference	3/4/2018	AAAE
2877534	Accounting for and Auditing Going Concern	1/18/2018	Becker Professional Education
2609752	ASUs Effective for 2017 Year Ends and Beyond	12/19/2017	Cherry Bekaert LLP
2601081	Revenue Recognition - Steps 3 and 4	10/3/2017	Cherry Bekaert LLP
2593777	Getting Started with GoToMeeting	9/7/2017	Cherry Bekaert LLP
2591809	Rev Rec: Part 2 - Case Studies of Steps 1 & 2	8/15/2017	Cherry Bekaert LLP
2591650	GASB OPEB - A Deep Dive	8/8/2017	Cherry Bekaert LLP
2591642	Revenue Recognition - Part I - Rebroadcast	7/18/2017	Cherry Bekaert LLP
2585102	Audit U - Growth Update	6/7/2017	Cherry Bekaert LLP
2585103	Audit U - IT Update - "Office Anywhere" - What Does it Mean and What Changes Will it Bring?	6/7/2017	Cherry Bekaert LLP

2585078	Chillin' with Childress - Engagement Letters Legal Update	6/6/2017	Cherry Bekaert LLP
2585080	Audit U - Client Experience and Our NPS Journey	6/6/2017	Cherry Bekaert LLP
2585084	Audit U - Finding the Balance Between Humans and Machines	6/6/2017	Cherry Bekaert LLP
2585091	Audit U - Smartsheet	6/6/2017	Cherry Bekaert LLP
2583971	ADKAR Introduction Webinar	5/24/2017	Cherry Bekaert LLP
2582595	Ethics and Professional Conduct for CPA's in Florida	5/16/2017	Becker Professional Education
2584056	Virginia CPA Ethics: 2017 Required Course	5/12/2017	VSCPA
2584061	89th Annual AAAE Conference and Exposition	5/7/2017	AAAE
2582134	SSAE 18 - The New Attestation Standards: What you need to know	4/11/2017	Cherry Bekaert LLP
2579847	An Overview of Internal Controls Over Compliance	3/7/2017	Cherry Bekaert LLP
2579742	Understanding Cloud Solutions Lunch and Learn	3/2/2017	Cherry Bekaert LLP
2579395	Enhancing Audit Quality	2/28/2017	Cherry Bekaert LLP
2576443	ASUs Issued in 2016	1/9/2017	Cherry Bekaert LLP
2573930	A Deep Dive into GASB 77, 79, 80 and 81	11/29/2016	Cherry Bekaert LLP
2569005	2016 Fall Conference - VGFOA	10/27/2016	The Virginia Government Finance Officers' Association (VGFOA)
2568002	Not For Profit Presentation & Disclosures under new ASU	10/4/2016	Cherry Bekaert LLP
2563641	Audit U - Joint Session - Professional Issues Update/IT Security	8/17/2016	Cherry Bekaert LLP
2563687	Audit U - Joint Session - A Word From Legal/Client Experience	8/17/2016	Cherry Bekaert LLP
2563947	Audit U - C/AM Matters/CBBC/RAS/Firm Update	8/17/2016	Cherry Bekaert LLP
2563493	Audit U - Partner/Manager - Intro to Virtual Audit	8/15/2016	Cherry Bekaert LLP

2563496	Audit U - Partner/Manager - Resource Management	8/15/2016	Cherry Bekaert LLP
2563497	Audit U - Partner/Manager - Dashboard Confessionals	8/15/2016	Cherry Bekaert LLP
2563502	Audit U - Partner/Manager - Standardization Demo &; Virtual Reality	8/15/2016	Cherry Bekaert LLP
2558905	Remaining Relevant in a Rapidly Changing World	6/16/2016	Cherry Bekaert LLP
2558906	The Power of a Trusting Relationship	6/16/2016	Cherry Bekaert LLP
2559131	FGFOA 2016 Annual Conference Class Attendance	6/13/2016	FGFOA
2556304	Virginia CPA Ethics: 2016 Required Course	5/10/2016	The Virginia Government Finance Officers' Association (VGFOA)
2558506	2016 Spring Conference	5/4/2016	The Virginia Government Finance Officers' Association (VGFOA)
2556305	AICPA Peer Review Must-Select Industry Update: Governmental-Government Auditing Standards	5/3/2016	AICPA
2554035	Single Audit Major Program Determination Part I - Rebroadcast	3/15/2016	Cherry Bekaert LLP
2542950	LDC Session 3 - Day 6 - Creating Change	12/9/2015	Cherry Bekaert LLP
2542945	LDC Session 3 - Day 5 - Coaching and Mentoring	12/8/2015	Cherry Bekaert LLP
2542944	LDC Session 2 - Day 4 - Crucial Conversations	10/28/2015	Cherry Bekaert LLP
2542942	LDC Session 2 - Day 3 - Leading Others - Emotional Intelligence, Communicating with Clarity &; Authenticity	10/27/2015	Cherry Bekaert LLP
2526410	Developments in Independence and Ethics (Second Edition)	10/14/2015	CCH
2535460	IT Security and HIPAA Update	10/6/2015	Cherry Bekaert LLP
2535277	LDC Session 1 - Day 2 - Self-Awareness &; Trustworthiness	9/30/2015	Cherry Bekaert LLP

2535276	LDC Session 1 - Day 1 - Self-Awareness & Trustworthiness	9/29/2015	Cherry Bekaert LLP
2535280	Risk Assessment & Planning - The PPCB Way	9/24/2015	Cherry Bekaert LLP
2534383	Cash Flows in a Government Environment	9/17/2015	Cherry Bekaert LLP
2529603	AICPA Governmental Accounting and Auditing Update Conference East 2015 - Day 2	8/11/2015	AICPA
2529601	AICPA Governmental Accounting and Auditing Update Conference East 2015	8/10/2015	AICPA
2527792	Compliance Supplement 2015 Update	7/15/2015	Cherry Bekaert LLP
2526420	GFOA 109th Annual Conference - Day 2	6/1/2015	GFOA
2526419	GFOA 109th Annual Conference - Day 1	5/31/2015	GFOA
2512162	Florida Ethics: An Overview for Accountants	5/27/2015	CCH
2526200	Virginia CPA Ethics: 2015 Required Course	5/22/2015	The Virginia Government Finance Officers' Association (VGFOA)
2526261	VGFOA 2015 Spring Conference	5/21/2015	The Virginia Government Finance Officers' Association (VGFOA)
2524343	Edu/Gov/NFP Conference - Functional Expense Allocation - NFP	5/12/2015	Cherry Bekaert LLP
2524348	Edu/Gov/NFP Conference - Uniform Grant Guidance - Gov	5/12/2015	Cherry Bekaert LLP
2524370	Edu/Gov/NFP Conference - Pensions - Gov	5/12/2015	Cherry Bekaert LLP
2524376	Edu/Gov/NFP Conference - GASB Update - Gov	5/12/2015	Cherry Bekaert LLP
2524328	Edu/Gov/NFP Conference - Risk Assessment	5/12/2015	Cherry Bekaert LLP
2524325	Edu/Gov/NFP Conference - Client Service Excellence	5/12/2015	Cherry Bekaert LLP
2524333	Edu/Gov/NFP Conference - Spotting Fraud in a NFP, Gov Environment	5/11/2015	Cherry Bekaert LLP

2524204	Edu/Gov/NFP Conference - Internal Controls/COSO for Gov & NFPs	5/11/2015	Cherry Bekaert LLP
2524218	Edu/Gov/NFP Conference - Panel - Cross Selling	5/11/2015	Cherry Bekaert LLP
2524301	Edu/Gov/NFP Conference - Audit Efficiency - Gov	5/11/2015	Cherry Bekaert LLP
2524320	Edu/Gov/NFP Conference - Spot the Error - Gov	5/11/2015	Cherry Bekaert LLP
2517939	GASB 68 - Accounting and Financial Reporting for Pensions	4/22/2015	Cherry Bekaert LLP
2517919	The Role of IT Audit and SAS 99 Requirements	4/14/2015	Cherry Bekaert LLP
2517383	Independence and Code of Conduct	4/7/2015	Cherry Bekaert LLP
2512213	Impact of the Uniform Grant Guidance	1/22/2015	Cherry Bekaert LLP
2510560	Hands on With GFR	1/6/2015	Cherry Bekaert LLP

Krista Edoff

Yellow Book

Program History

Session ID	Program	Completion Date	Sponsor
2923227	AOAF Module 3 Collaborative Learning Session	8/7/2019	Business Learning Institute
2924187	(ECS) Arlington Annual CPE	8/7/2019	Cherry Bekaert LLP
2919381	Audit U 2019 - Partners/Managers - Day 2	6/6/2019	Cherry Bekaert LLP
2919369	Audit U 2019 - Partner/Manager - Day 1	6/5/2019	Cherry Bekaert LLP
2919247	(ECS) City of Chesapeake Annual Seminar	5/28/2019	Cherry Bekaert LLP
2921659	2019 Spring Conference - VRS Update	5/9/2019	The Virginia Government Finance Officers' Association (VGFOA)
2915953	(ECS) 2019 Annual Government Seminar	4/25/2019	Cherry Bekaert LLP
2899555	Independence Technical Update	2/12/2019	Becker
2904466	Yellow Book Overview and Update, Including 2018 Revisions	12/29/2018	Becker Professional Education
2894710	The Anticipatory CPA Firm	6/21/2018	The Business Learning Institute
2885821	Government Industry Breakout	6/6/2018	Cherry Bekaert LLP
2885952	Becoming a Cherished Advisor	6/5/2018	Cherry Bekaert LLP
2885953	Chillin' with Childress & InfoSec Update	6/5/2018	Cherry Bekaert LLP
2883342	ASC 606 - Process: Beyond the Theory	6/5/2018	Cherry Bekaert LLP
2883343	Job Budgeting in Star	6/5/2018	Cherry Bekaert LLP
2883344	Update from New Firm Managing Partner	6/5/2018	Cherry Bekaert LLP
2883339	State of the Service Line and A&A Initiatives Update	6/4/2018	Cherry Bekaert LLP
2883340	Star Overview (the Process)	6/4/2018	Cherry Bekaert LLP
2883341	Client Service	6/4/2018	Cherry Bekaert LLP

2886529	York County Annual Seminar	5/17/2018	Cherry Bekaert LLP
2607779	Interim Testing - The Key to Decompression	11/9/2017	Cherry Bekaert LLP
2877746	Virginia Ethics	10/27/2017	Krista Edoff
2591956	AHACPA PHA Conference	6/8/2017	AHACPA
2585078	Chillin' with Childress - Engagement Letters Legal Update	6/6/2017	Cherry Bekaert LLP
2585084	Audit U - Finding the Balance Between Humans and Machines	6/6/2017	Cherry Bekaert LLP
2585091	Audit U - Smartsheet	6/6/2017	Cherry Bekaert LLP
2585073	Audit U - State of the Service Line	6/5/2017	Cherry Bekaert LLP
2605919	Government Finance Officers Association (GFOA) 111th Annual Conference - Day 2 & 3	5/23/2017	Government Finance Officers Association
2605915	Government Finance Officers Association (GFOA) 111th Annual Conference - Day 1	5/22/2017	Government Finance Officers Association
2583711	2017 Government Industry Seminar - Virginia Beach	4/26/2017	Cherry Bekaert
2602375	AICPA Peer Review Must-Select Industry Update: Governmental-Government Auditing Standards	3/28/2017	AICPA
2573114	LDC - Session 2 - Crucial Conversations	11/17/2016	Cherry Bekaert LLP
2573111	LDC - Session 2 - Leadership Communication	11/16/2016	Cherry Bekaert LLP
2573113	LDC - Session 2 - Coaching and Mentoring	11/16/2016	Cherry Bekaert LLP
2567250	LDC - Session 1 - Shared Values	9/21/2016	Cherry Bekaert LLP
2567251	LDC - Session 1 - Leadership Presence	9/21/2016	Cherry Bekaert LLP
2567256	LDC - Session 1 - ESCI 360 Feedback Introduction	9/21/2016	Cherry Bekaert LLP



2567222	LDC - Session 1 - Introduction and Curriculum Overview/Self-Awareness and Emotional Intelligence	9/20/2016	Cherry Bekaert LLP
2567224	LDC - Session 1 - Core Values	9/20/2016	Cherry Bekaert LLP
2567248	LDC - Session 1 - Courage	9/20/2016	Cherry Bekaert LLP
2567249	LDC - Session 1 - Trust	9/20/2016	Cherry Bekaert LLP
2563641	Audit U - Joint Session - Professional Issues Update/IT Security	8/17/2016	Cherry Bekaert LLP
2563687	Audit U - Joint Session - A Word From Legal/Client Experience	8/17/2016	Cherry Bekaert LLP
2563947	Audit U - C/AM Matters/CBBC/RAS/Firm Update	8/17/2016	Cherry Bekaert LLP
2563628	Audit U - Effective Feedback & Coaching - Elective	8/16/2016	Cherry Bekaert LLP
2563493	Audit U - Partner/Manager - Intro to Virtual Audit	8/15/2016	Cherry Bekaert LLP
2563496	Audit U - Partner/Manager - Resource Management	8/15/2016	Cherry Bekaert LLP
2563497	Audit U - Partner/Manager - Dashboard Confessionals	8/15/2016	Cherry Bekaert LLP
2563502	Audit U - Partner/Manager - Standardization Demo & Virtual Reality	8/15/2016	Cherry Bekaert LLP
2558905	Remaining Relevant in a Rapidly Changing World	6/16/2016	Cherry Bekaert LLP
2558906	The Power of a Trusting Relationship	6/16/2016	Cherry Bekaert LLP
2574142	City of Chesapeake Annual Seminar	6/8/2016	Cherry Bekaert LLP
2556305	AICPA Peer Review Must-Select Industry Update: Governmental-Government Auditing Standards	5/15/2016	AICPA
2557135	2016 Government Industry Seminar	4/26/2016	Cherry Bekaert LLP
2557334	VGFOA Southwest Virginia Region Training	4/6/2016	The Virginia Government Finance Officers' Association (VGFOA)

2526410	Developments in Independence and Ethics (Second Edition)	11/9/2015	CCH
2526869	City of Virginia Beach Annual Seminar	6/12/2015	Cherry Bekaert LLP
2524322	Edu/Gov/NFP Conference - Client Service Excellence	5/7/2015	Cherry Bekaert LLP
2524326	Edu/Gov/NFP Conference - Risk Assessment	5/7/2015	Cherry Bekaert LLP
2524335	Edu/Gov/NFP Conference - Writing a Government Opinion Gov	5/7/2015	Cherry Bekaert LLP
2524345	Edu/Gov/NFP Conference - Uniform Grant Guidance - Gov	5/7/2015	Cherry Bekaert LLP
2524368	Edu/Gov/NFP Conference - Pensions - Gov	5/7/2015	Cherry Bekaert LLP
2524374	Edu/Gov/NFP Conference - GASB Update - Gov	5/7/2015	Cherry Bekaert LLP
2524201	Edu/Gov/NFP Conference - Internal Controls/COSO for Gov & NFPs	5/6/2015	Cherry Bekaert LLP
2524213	Edu/Gov/NFP Conference - Panel - Cross Selling	5/6/2015	Cherry Bekaert LLP
2524298	Edu/Gov/NFP Conference - Audit Efficiency - Gov	5/6/2015	Cherry Bekaert LLP
2524315	Edu/Gov/NFP Conference - Spot the Error - Gov	5/6/2015	Cherry Bekaert LLP
2524330	Edu/Gov/NFP Conference - Spotting Fraud in a NFP, Gov Environment	5/6/2015	Cherry Bekaert LLP

## Ronald Conrad

### Yellow Book

#### Program History

Session ID	Program	Completion Date	Sponsor
2921359	FGFOA Conference	6/11/2019	FGFOA
2919369	Audit U 2019 - Partner/Manager - Day 1	6/5/2019	Cherry Bekaert LLP
2916015	Ethics and Professional Conduct for CPA's in Florida	5/17/2019	Becker Professional Education
2916541	Employee Benefit Plans Must- select Update	5/17/2019	AICPA
2916628	AICPA Peer Review Must-Select Industry Update: Governmental - Government Auditing Standards	5/16/2019	AICPA
2914310	Best Practices in Control Walkthroughs	4/2/2019	Cherry Bekaert
2913916	Common CB Deficiencies in Risk Assessment	3/26/2019	Cherry Bekaert LLP
2911793	Revenue Recognition - Transition Methods - Rebroadcast	2/19/2019	Cherry Bekaert LLP
2898225	Independence Technical Update	11/20/2018	Becker Professional Education
2897942	FSFOA - 2018 Fall Conference	11/9/2018	FSFOA
2897170	Single Audit Roundtable (SART)	10/24/2018	Cherry Bekaert
2894515	Leases (Topic 842): Implementation	10/16/2018	Cherry Bekaert LLP
2892940	Revenue Recognition - Transition Methods	9/25/2018	Cherry Bekaert LLP
2891610	The 2018 Yellow Book - Major Changes	9/4/2018	Cherry Bekaert LLP
2891242	GASB 84: Fiduciary Activities	8/7/2018	Cherry Bekaert LLP
2887541	Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made	7/10/2018	Cherry Bekaert LLP

2886747	New & Improved EBP Tools & Templates	6/26/2018	Cherry Bekaert LLP
2894710	The Anticipatory CPA Firm	6/21/2018	The Business Learning Institute
2887115	FGFOA 2018 Annual Conference	6/18/2018	Florida Government Finance Officer's Association
2886654	A&A Update for Employee Benefit Plans	6/12/2018	Cherry Bekaert LLP
2883192	Government Industry Breakout	6/6/2018	Cherry Bekaert LLP
2883187	ASC 606 - Process: Beyond the Theory	6/5/2018	Cherry Bekaert LLP
2883188	Job Budgeting in Star	6/5/2018	Cherry Bekaert LLP
2883189	Update from New Firm Managing Partner	6/5/2018	Cherry Bekaert LLP
2883190	Becoming a Cherished Advisor	6/5/2018	Cherry Bekaert LLP
2883191	Chillin' with Childress & InfoSec Update	6/5/2018	Cherry Bekaert LLP
2883185	State of the Service Line and A&A Initiatives Update	6/4/2018	Cherry Bekaert LLP
2883186	Client Service	6/4/2018	Cherry Bekaert LLP
2881167	2018 GASB Update	5/15/2018	Cherry Bekaert
2886063	Hot Topics in Governmental Accounting and Auditing	5/11/2018	UCF Dixon School of Accounting
2881874	Auditing OPEB	4/18/2018	Cherry Bekaert LLP
2647225	All about the Net Promoter Score	3/6/2018	Cherry Bekaert LLP
2631884	Tax Reform: Implications for 2017 Financial Statements	1/23/2018	Cherry Bekaert LLP
2601509	SBA Lending And The Benefits To Your Clients	8/3/2017	Synovus
2588311	FGFOA 2017 Annual Conference - Local Government Accountability Update	6/26/2017	FGFOA
2588310	FGFOA 2017 Annual Conference - GASB Hot Topics and GASB Update	6/25/2017	FGFOA
2586086	Implementing the New NFP Standard	6/20/2017	Cherry Bekaert LLP
2588049	FSFOA - 2017 Summer Conference	6/19/2017	FSFOA

2585103	Audit U - IT Update - "Office Anywhere" - What Does it Mean and What Changes Will it Bring?	6/7/2017	Cherry Bekaert LLP
2585078	Chillin' with Childress - Engagement Letters Legal Update	6/6/2017	Cherry Bekaert LLP
2585080	Audit U - Client Experience and Our NPS Journey	6/6/2017	Cherry Bekaert LLP
2585084	Audit U - Finding the Balance Between Humans and Machines	6/6/2017	Cherry Bekaert LLP
2585091	Audit U - Smartsheet	6/6/2017	Cherry Bekaert LLP
2585070	Audit U - Audit of the Future	6/5/2017	Cherry Bekaert LLP
2585073	Audit U - State of the Service Line	6/5/2017	Cherry Bekaert LLP
2583971	ADKAR Introduction Webinar	5/24/2017	Cherry Bekaert LLP
2583968	2017 Standardized EBP Tools	5/23/2017	Cherry Bekaert LLP
2583808	An Overview of the FASB's Financial Instruments Updates	5/16/2017	Cherry Bekaert LLP
2582539	2017 GASB Update	5/9/2017	Cherry Bekaert LLP
2582144	Revenue Recognition - Part 1 - Rebroadcast	4/25/2017	Cherry Bekaert LLP
2582134	SSAE 18 - The New Attestation Standards: What you need to know	4/11/2017	Cherry Bekaert LLP
2580099	Resource Desk - Best Practices	3/14/2017	Cherry Bekaert LLP
2515589	Introduction to Employee Benefits, Part 1	2/26/2017	Becker Professional Education
2536187	Risk Assessment When Auditing Employee Benefit Plans	1/14/2017	CCH
2576443	ASUs Issued in 2016	1/9/2017	Cherry Bekaert LLP
2574340	Engagement Conversations Training	12/15/2016	Cherry Bekaert LLP
2574157	Engagement and Recognition	12/14/2016	Cherry Bekaert LLP
2574374	Annual Governmental GAAP Update	11/3/2016	The Government Finance Officers Association of the United States and Canada
2569024	CB Policies Update	11/1/2016	Cherry Bekaert LLP

2568302	A Deep Dive into GASB 77, 79, 80 and 81	10/18/2016	Cherry Bekaert LLP
2568303	Enhancing Audit Quality	10/13/2016	Cherry Bekaert LLP
2568002	Not For Profit Presentation & Disclosures under new ASU	10/4/2016	Cherry Bekaert LLP
2563641	Audit U - Joint Session - Professional Issues Update/IT Security	8/17/2016	Cherry Bekaert LLP
2563687	Audit U - Joint Session - A Word From Legal/Client Experience	8/17/2016	Cherry Bekaert LLP
2563947	Audit U - C/AM Matters/CBBC/RAS/Firm Update	8/17/2016	Cherry Bekaert LLP
2563628	Audit U - Effective Feedback & Coaching - Elective	8/16/2016	Cherry Bekaert LLP
2563636	Audit U - Dealing with Change - Elective	8/16/2016	Cherry Bekaert LLP
2563493	Audit U - Partner/Manager - Intro to Virtual Audit	8/15/2016	Cherry Bekaert LLP
2563496	Audit U - Partner/Manager - Resource Management	8/15/2016	Cherry Bekaert LLP
2563497	Audit U - Partner/Manager - Dashboard Confessionals	8/15/2016	Cherry Bekaert LLP
2563502	Audit U - Partner/Manager - Standardization Demo & Virtual Reality	8/15/2016	Cherry Bekaert LLP
2562269	CBBC Presents: FLSA New Overtime Rules	7/18/2016	Cherry Bekaert LLP
2559817	2016 GASB Update	6/29/2016	Cherry Bekaert LLP
2560252	FGFOA 2016 Annual Conference	6/13/2016	Florida Government Finance Officers Association
2559028	GFOA 110 Annual Conference, Sharing Solutions & Strategies	6/7/2016	Government Finance Officers Association
2558865	Fraud and Professional Skepticism	6/2/2016	Cherry Bekaert LLP
2558866	Lessons Learned from Financial Reporting and Compliance - External Client Seminar	6/2/2016	Cherry Bekaert LLP
2557835	2016 A&A Update for EBPs	5/26/2016	Cherry Bekaert LLP
2556518	Uniform Grant Requirements	5/13/2016	UCF Dixon School of Accounting

2556615	NFP Game Show	5/10/2016	Cherry Bekaert LLP
2542850	It's Only Fair According to GASB 72	12/10/2015	Cherry Bekaert LLP
2543931	Annual Governmental GAAP Update	11/5/2015	The Government Finance Officers Association of the United States and Canada
2541454	Single Audit Major Program Determination Part I	11/2/2015	Cherry Bekaert LLP
2526410	Developments in Independence and Ethics (Second Edition)	10/31/2015	CCH
2535954	The PPCB Way - Understanding the Entity and Writing Risks	10/13/2015	Cherry Bekaert LLP
2535341	Risk Assessment & Planning - The PPCB Way	10/6/2015	Cherry Bekaert LLP
2535460	IT Security and HIPAA Update	10/6/2015	Cherry Bekaert LLP
2534383	Cash Flows in a Government Environment	9/17/2015	Cherry Bekaert LLP
2525629	2015 A&A Update for EBPs	6/11/2015	Cherry Bekaert LLP
2512162	Florida Ethics: An Overview for Accountants	6/10/2015	CCH
2524327	Edu/Gov/NFP Conference - Risk Assessment	5/14/2015	Cherry Bekaert LLP
2524342	Edu/Gov/NFP Conference - Functional Expense Allocation - NFP	5/14/2015	Cherry Bekaert LLP
2524346	Edu/Gov/NFP Conference - Uniform Grant Guidance - Gov	5/14/2015	Cherry Bekaert LLP
2524375	Edu/Gov/NFP Conference - GASB Update - Gov	5/14/2015	Cherry Bekaert LLP
2524332	Edu/Gov/NFP Conference - Spotting Fraud in a NFP, Gov Environment	5/13/2015	Cherry Bekaert LLP
2524203	Edu/Gov/NFP Conference - Internal Controls/COSO for Gov & NFPs	5/13/2015	Cherry Bekaert LLP
2524222	Edu/Gov/NFP Conference - A&A NFP Update	5/13/2015	Cherry Bekaert LLP
2524317	Edu/Gov/NFP Conference - Spot the Error - Gov	5/13/2015	Cherry Bekaert LLP
2517939	GASB 68 - Accounting and Financial Reporting for Pensions	4/22/2015	Cherry Bekaert LLP

2517383	Independence and Code of Conduct	4/7/2015	Cherry Bekaert LLP
2517138	The Role of IT Audit and SAS 99 Requirements	3/31/2015	Cherry Bekaert LLP
2513634	PPC Checkpoint Tools Overview	2/3/2015	Cherry Bekaert LLP
2513635	ASU's Released in 2014	1/27/2015	Cherry Bekaert LLP
2512213	Impact of the Uniform Grant Guidance	1/22/2015	Cherry Bekaert LLP
2511663	Net Promoter Score and Client Loyalty	1/7/2015	Cherry Bekaert LLP



Lauren Strobe

Yellow Book

Program History

Session ID	Program	Completion Date	Sponsor
2948013	ASC 606 Implementation	1/20/2020	Cherry Bekaert LLP
2898229	Introduction to Employee Benefits, Part 1	11/27/2019	Becker Professional Education
2918043	The Schedule of Expenditures of Federal Awards (SEFA) under Uniform Guidance	11/26/2019	CCH Learning Center
2918368	Government Benefits Fraud	11/25/2019	CCH Learning Center
2919638	Single Audit Bootcamp (Instructor)	6/27/2019	Cherry Bekaert
2919385	Campus Recruiting - Engaging Candidates & Managing On-Campus Interview	6/25/2019	Cherry Bekaert LLP
2918907	Best Practices in Control Walkthroughs - Rebroadcast	6/18/2019	Cherry Bekaert LLP
2919371	Audit U 2019 - Partner/Manager - Day 2	6/6/2019	Cherry Bekaert LLP
2919369	Audit U 2019 - Partner/Manager - Day 1	6/5/2019	Cherry Bekaert LLP
2916006	Best Practices in Data Analytics	5/7/2019	Cherry Bekaert LLP
2915988	2019 GASB Update	5/1/2019	Cherry Bekaert LLP
2914310	Best Practices in Control Walkthroughs	4/2/2019	Cherry Bekaert
2911224	Busy Season Kickoff for audit	2/6/2019	Cherry Bekaert LLP
2907965	An Executive Overview of ASUs Issued in 2018	1/8/2019	Cherry Bekaert LLP
2898225	Independence Technical Update	11/20/2018	Becker Professional Education
2887541	Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made	7/10/2018	Cherry Bekaert LLP

2886747	New & Improved EBP Tools & Templates	6/26/2018	Cherry Bekaert LLP
2589312	Accounting for Revenues in Government (Emphasis on Non-Exchange Transactions)	6/25/2018	Becker Professional Education
2602854	Evaluating the Effectiveness of Not-for-Profit Entities	6/22/2018	Becker
2602032	Yellow Book Performance Audits	6/22/2018	Becker
2610370	Government Ethics and Independence	6/15/2018	Becker
2589322	Risk Management in the Public Sector	6/13/2018	Becker Professional Education
2886654	A&A Update for Employee Benefit Plans	6/12/2018	Cherry Bekaert LLP
2887197	Case Study in Accounting for Leases	6/7/2018	Cherry Bekaert LLP
2887198	Financial Reporting	6/7/2018	Cherry Bekaert LLP
2887195	Designing Risk-Based Audit Programs	6/6/2018	Cherry Bekaert LLP
2884697	ASC 606 - Implementation Issues	6/5/2018	Cherry Bekaert LLP
2884698	ASC 606 - Process: Beyond the Theory	6/5/2018	Cherry Bekaert LLP
2884699	Job Budgeting in Star	6/5/2018	Cherry Bekaert LLP
2884700	Update from New Firm Managing Partner	6/5/2018	Cherry Bekaert LLP
2884701	Becoming a Cherished Advisor	6/5/2018	Cherry Bekaert LLP
2884702	Chillin' with Childress & InfoSec Update	6/5/2018	Cherry Bekaert LLP
2884694	State of the Service Line and A&A Initiatives Update	6/4/2018	Cherry Bekaert LLP
2884695	Star Overview (the Process)	6/4/2018	Cherry Bekaert LLP
2884696	Client Service	6/4/2018	Cherry Bekaert LLP
2881724	Not-for-Profit Accounting and Reporting: An Introduction	5/31/2018	Becker Professional Education
2881742	Ethics for Accountants: Florida	5/21/2018	CCH Learning Center
2881167	2018 GASB Update	5/15/2018	Cherry Bekaert
2880414	2018 Single Audit Update	5/10/2018	Cherry Bekaert
2647225	All about the Net Promoter Score	3/6/2018	Cherry Bekaert LLP

2631884	Tax Reform: Implications for 2017 Financial Statements	1/23/2018	Cherry Bekaert LLP
2608935	Hedging (ASU 2017-12)	12/12/2017	Cherry Bekaert LLP
2607573	Leases - Part 2	11/28/2017	Cherry Bekaert LLP
2606830	Leases - Part 1	11/15/2017	Cherry Bekaert LLP
2610092	Interim Training - Decompression	10/31/2017	Cherry Bekaert LLP
2601081	Revenue Recognition - Steps 3 and 4	10/3/2017	Cherry Bekaert LLP
2591809	Rev Rec: Part 2 - Case Studies of Steps 1 & 2	8/15/2017	Cherry Bekaert LLP
2591728	Improving Audit Efficiency - Tampa	8/11/2017	Cherry Bekaert LLP
2591667	Senior Manager LDC - Session 1 - Leadership Presence	8/2/2017	Cherry Bekaert LLP
2591642	Revenue Recognition - Part I - Rebroadcast	7/18/2017	Cherry Bekaert LLP
2587982	Accounting Update for Employee Benefit Plans	6/27/2017	Cherry Bekaert
2601296	2017 USF Lynn Pippenger School of Accountancy Accounting Circle Conference	5/18/2017	USF School of Accountancy
2582539	2017 GASB Update	5/9/2017	Cherry Bekaert LLP
2582269	APA Overview	5/1/2017	Cherry Bekaert LLP
2582137	Smartsheet Training	4/19/2017	Cherry Bekaert LLP
2527891	Employee Benefits, Part 3 - Defined Benefit Pension Plans	4/17/2017	Becker Professional Education
2517284	Employee Benefits, Part 2 - Defined Contribution Plans	4/17/2017	Becker Professional Education
2515589	Introduction to Employee Benefits, Part 1	4/17/2017	Becker Professional Education
2582134	SSAE 18 - The New Attestation Standards: What you need to know	4/11/2017	Cherry Bekaert LLP
2580868	Cyber Security for Not-For-Profit Entities	3/13/2017	Cherry Bekaert LLP
2579847	An Overview of Internal Controls Over Compliance	3/7/2017	Cherry Bekaert LLP
2579742	Understanding Cloud Solutions Lunch and Learn	3/2/2017	Cherry Bekaert LLP
2576443	ASUs Issued in 2016	1/9/2017	Cherry Bekaert LLP

2554272	Not For Profit Financial Statements 3: Functional Expense & Cash Flow	12/7/2016	CCH
2542786	GASB No. 73: Non-Trust Pensions	12/7/2016	CCH
2573946	Not-For-Profit Seminar	12/6/2016	Cherry Bekaert LLP
2562804	Information Technology and Fraud	11/27/2016	CCH
2573924	Workpaper Documentation	11/22/2016	Cherry Bekaert LLP
2567840	GAAP for Terrorism and Natural Disasters	11/16/2016	CCH
2568617	Government Auditing: Reporting Audit Findings in a Single Audit	11/14/2016	CCH
2567514	Common Deficiencies: Audits Under Government Auditing Standards and the Single Audit Act	11/7/2016	CCH
2568614	Government Auditing: Current Developments	11/7/2016	CCH
2567007	GAO Green Book: Internal Control Standards	11/7/2016	CCH
2568302	A Deep Dive into GASB 77, 79, 80 and 81	10/18/2016	Cherry Bekaert LLP
2568002	Not For Profit Presentation & Disclosures under new ASU	10/4/2016	Cherry Bekaert LLP
2562415	Government Auditing: HUD Audit Guide	9/28/2016	CCH
2545953	GAAP for State and Local Governments: Fair Value Measurement	9/19/2016	CCH
2564195	Audit U - Level 4 - Estimates	8/19/2016	Cherry Bekaert LLP
2564197	Audit U - Level 4 - Commitments & Contingencies	8/19/2016	Cherry Bekaert LLP
2564201	Audit U - Level 4 - Communication Within and Across Teams	8/19/2016	Cherry Bekaert LLP
2564189	Audit U - Level 4 - General Technology Controls	8/18/2016	Cherry Bekaert LLP
2564193	Audit U - Level 4 - Responding to Financial Statement Level Risk	8/18/2016	Cherry Bekaert LLP
2564180	Audit U - Level 4 - Building Trust	8/17/2016	Cherry Bekaert LLP

2557798	Accounting for OPEB under GASB 74 and 75	5/19/2016	Cherry Bekaert LLP
2534960	Single Audit: Best Practices to Avoid Common Audit Problems and Pitfalls	5/13/2016	Becker Professional Education
2556615	NFP Game Show	5/10/2016	Cherry Bekaert LLP
2555602	2016 PPCB EBP Training	4/20/2016	Cherry Bekaert LLP

**Scott Hotop**

**Yellow Book  
Program History**

Session ID	Program	Completion Date	Sponsor	Delivery Type
2899555	Independence Technical Update	12/10/2018	Becker	Live / Self-Study
2898930	Common Deficiencies: Audits Under Government Auditing Standards and the Single Audit Act	12/9/2018	CCH - Wolters Kluwer	Live / Self-Study
2900626	Yellow Book Overview and Update	12/8/2018	Becker Professional Education	Live / Self-Study
2898751	Yellow Book Financial Audits and Attest Engagements	12/7/2018	Becker Professional Education	Live / Self-Study
2900513	2018 SEC Training - Raleigh	12/5/2018	Cherry Bekaert LLP	Live / Self-Study
2877939	The Impact of Sarbanes-Oxley on Internal Controls, Part 1	10/24/2018	Becker	Live / Self-Study
2582601	Accountants' Responsibilities Regarding Fraud, Part 1	10/19/2018	Becker Professional Education	Live / Self-Study
2886753	AICPA Cybersecurity Standards (Part 1)	9/25/2018	Becker Professional Education	Live / Self-Study
2891242	GASB 84: Fiduciary Activities	8/7/2018	Cherry Bekaert LLP	Live / Self-Study
2586030	Generally Accepted Governmental Auditing Standards for Attestation Engagements	7/5/2018	CCH Learning Center	Live / Self-Study
2887324	Certified CSF Practitioner 1st Annual Refresher	7/3/2018	HITRUST	Live / Self-Study
2883721	Substantive Sampling	6/7/2018	Cherry Bekaert LLP	Live / Self-Study
2883722	Accounts Receivable	6/7/2018	Cherry Bekaert LLP	Live / Self-Study
2883723	Leases	6/7/2018	Cherry Bekaert LLP	Live / Self-Study
2883724	Revenue Recognition Fundamentals	6/7/2018	Cherry Bekaert LLP	Live / Self-Study
2883733	Growth Panel	6/6/2018	Cherry Bekaert LLP	Live / Self-Study
2883735	State of RAS - Practice Update	6/6/2018	Cherry Bekaert LLP	Live / Self-Study
2883738	Project Management	6/6/2018	Cherry Bekaert LLP	Live / Self-Study
2883728	ASC 606 - Implementation Issues	6/5/2018	Cherry Bekaert LLP	Live / Self-Study
2883729	ASC 606 - Process: Beyond the Theory	6/5/2018	Cherry Bekaert LLP	Live / Self-Study
2883730	Update from New Firm Managing Partner	6/5/2018	Cherry Bekaert LLP	Live / Self-Study
2883731	Becoming a Cherished Advisor	6/5/2018	Cherry Bekaert LLP	Live / Self-Study
2883732	Chillin' with Childress & InfoSec Update	6/5/2018	Cherry Bekaert LLP	Live / Self-Study
2883734	Star for RAS	6/5/2018	Cherry Bekaert LLP	Live / Self-Study

2883725	State of the Service Line and A&A Initiatives Update	6/4/2018	Cherry Bekaert LLP	Live / Self-Study
2883726	Star Overview (the Process)	6/4/2018	Cherry Bekaert LLP	Live / Self-Study
2883727	Client Service	6/4/2018	Cherry Bekaert LLP	Live / Self-Study
2881167	2018 GASB Update	5/15/2018	Cherry Bekaert	Live / Self-Study
2892266	Mid-Atlantic District II Conference	5/1/2018	The Institute of Internal Auditors	Live / Self-Study
2886587	2018 Professional Ethics and Conduct	4/30/2018	ncaCPA/IIA	Live / Self-Study
2892279	Challenges and Best Practices of PEP & Sanctions Screening – Part 4: Alternative Ways of Implementing the Risk-based Approach	4/24/2018	FinScan	Live / Self-Study
2892308	Quiz # - 175	4/19/2018	ISACA	Live / Self-Study
2878338	Auditing OPEB	4/18/2018	Cherry Bekaert LLP	Live / Self-Study
2631884	Tax Reform: Implications for 2017 Financial Statements	1/23/2018	Cherry Bekaert LLP	Live / Self-Study
2591667	Senior Manager LDC - Session 1 - Leadership Presence	8/2/2017	Cherry Bekaert LLP	Live / Self-Study
2589793	Auditing Accounting Estimates (Second Edition)	7/27/2017	CCH	Live / Self-Study
2582599	Audit Documentation	7/26/2017	CCH	Live / Self-Study
2584021	Professional Judgment in Audit	7/21/2017	Becker Professional Education	Live / Self-Study
2589724	Certified CSF Practitioner - Day 3	7/14/2017	HITRUST	Live / Self-Study
2589723	Certified CSF Practitioner - Day 2	7/13/2017	HITRUST	Live / Self-Study
2589722	Certified CSF Practitioner - Day 1	7/12/2017	HITRUST	Live / Self-Study
2587993	RAS U - Control Self Assessment Overview	6/8/2017	Cherry Bekaert LLP	Live / Self-Study
2587997	RAS U - CSA Laboratory	6/8/2017	Cherry Bekaert LLP	Live / Self-Study
2588002	RAS U - How to Bill	6/8/2017	Cherry Bekaert LLP	Live / Self-Study
2588005	RAS U - Integration and Working Together: A Facilitated Discussion	6/8/2017	Cherry Bekaert LLP	Live / Self-Study
2588007	RAS U - RAS Operations Refresher	6/7/2017	Cherry Bekaert LLP	Live / Self-Study
2588015	RAS U - Technology Solutions Overview	6/7/2017	Cherry Bekaert LLP	Live / Self-Study
2588017	RAS U - Tools for Working Remotely	6/7/2017	Cherry Bekaert LLP	Live / Self-Study
2585102	Audit U - Growth Update	6/7/2017	Cherry Bekaert LLP	Live / Self-Study
2585103	Audit U - IT Update - "Office Anywhere" - What Does it Mean and What Changes Will it Bring?	6/7/2017	Cherry Bekaert LLP	Live / Self-Study
2585091	Audit U - Smartsheet	6/6/2017	Cherry Bekaert LLP	Live / Self-Study

2585078	Chillin' with Childress - Engagement Letters Legal Update	6/6/2017	Cherry Bekaert LLP	Live / Self-Study
2585080	Audit U - Client Experience and Our NPS Journey	6/6/2017	Cherry Bekaert LLP	Live / Self-Study
2585084	Audit U - Finding the Balance Between Humans and Machines	6/6/2017	Cherry Bekaert LLP	Live / Self-Study
2585070	Audit U - Audit of the Future	6/5/2017	Cherry Bekaert LLP	Live / Self-Study
2583971	ADKAR Introduction Webinar	5/24/2017	Cherry Bekaert LLP	Live / Self-Study
2582136	Cybersecurity	4/18/2017	Cherry Bekaert LLP	Live / Self-Study
2582134	SSAE 18 - The New Attestation Standards: What you need to know	4/11/2017	Cherry Bekaert LLP	Live / Self-Study
2584090	Third Party/Vendor Risk Management - The Killer Next Door	4/5/2017	The Information Systems Audit & Control Association Research Triangle Chapter	Live / Self-Study
2579846	Understanding Cloud Solutions Lunch and Learn	3/7/2017	Cherry Bekaert LLP	Live / Self-Study
2579847	An Overview of Internal Controls Over Compliance	3/7/2017	Cherry Bekaert LLP	Live / Self-Study
2553629	Yellow Book and Single Audit Deficiencies	12/23/2016	Checkpoint Learning	Live / Self-Study
2567007	GAO Green Book: Internal Control Standards	12/23/2016	CCH	Live / Self-Study
2545953	GAAP for State and Local Governments: Fair Value Measurement	12/9/2016	CCH	Live / Self-Study
2573930	A Deep Dive into GASB 77, 79, 80 and 81	11/29/2016	Cherry Bekaert LLP	Live / Self-Study
2568614	Government Auditing: Current Developments	11/23/2016	CCH	Live / Self-Study
464252	Government Ethics and Independence	11/22/2016	Becker Professional Education	Live / Self-Study
2567514	Common Deficiencies: Audits Under Government Auditing Standards and the Single Audit Act	11/22/2016	CCH	Live / Self-Study
2562804	Information Technology and Fraud	11/22/2016	CCH	Live / Self-Study
2564113	Big Data and Cloud Technology	11/22/2016	CCH	Live / Self-Study
2573855	BSA Emerging Issues	11/4/2016	Total Training Solutions	Live / Self-Study
2564309	Audit U - RAS - SOC 1 & 2/Performing a SOC Engagement	8/18/2016	Cherry Bekaert LLP	Live / Self-Study
2564307	Audit U - RAS - Tests of Design/Sample Sizes & Statistical Significance/Documenting Test Procedures	8/18/2016	Cherry Bekaert LLP	Live / Self-Study



2564305	Audit U - RAS - Practice Management/Scheduling & Billing Tools Best Practices/BD	8/18/2016	Cherry Bekaert LLP	Live / Self-Study
2564306	Audit U - RAS - ITAG - What Is It	8/18/2016	Cherry Bekaert LLP	Live / Self-Study
2563641	Audit U - Joint Session - Professional Issues Update/IT Security	8/17/2016	Cherry Bekaert LLP	Live / Self-Study
2563687	Audit U - Joint Session - A Word From Legal/Client Experience	8/17/2016	Cherry Bekaert LLP	Live / Self-Study
2563947	Audit U - C/AM Matters/CBBC/RAS/Firm Update	8/17/2016	Cherry Bekaert LLP	Live / Self-Study
2564304	Audit U - RAS - Practice Maturity & Sharepoint Team Site	8/17/2016	Cherry Bekaert LLP	Live / Self-Study
2564303	Audit U - RAS - Introductions & Team Building/STAY Initiative Overview	8/17/2016	Cherry Bekaert LLP	Live / Self-Study
2563493	Audit U - Partner/Manager - Intro to Virtual Audit	8/15/2016	Cherry Bekaert LLP	Live / Self-Study
2563496	Audit U - Partner/Manager - Resource Management	8/15/2016	Cherry Bekaert LLP	Live / Self-Study
2563497	Audit U - Partner/Manager - Dashboard Confessionals	8/15/2016	Cherry Bekaert LLP	Live / Self-Study
2563502	Audit U - Partner/Manager - Standardization Demo & Virtual Reality	8/15/2016	Cherry Bekaert LLP	Live / Self-Study
2559095	Better Budgets and Billing	6/21/2016	Cherry Bekaert LLP	Live / Self-Study
2558314	RAS U - Day 2	5/25/2016	Cherry Bekaert LLP	Live / Self-Study
2558284	RAS U - Day 1	5/24/2016	Cherry Bekaert LLP	Live / Self-Study
2555611	The CB Client Experience	4/27/2016	Cherry Bekaert LLP	Live / Self-Study
2556636	The Future of Big Data Risk Analytics and the Obsolescence of the Traditional Internal Auditor	4/20/2016	Protiviti CPE	Live / Self-Study
2559761	Professional Judgement	4/12/2016	Raleigh-Durham Chapter Institute of Internal Auditors	Live / Self-Study
2527899	Public Speaking and Presentation Skills	4/8/2016	Becker Professional Education	Live / Self-Study
2556396	Quiz # 163 - Volume 4, 2015	4/8/2016	ISACA	Live / Self-Study
2556633	Quiz # 164 - Volume 5, 2015	4/8/2016	ISACA	Live / Self-Study
2556634	Raleigh Tech-Security Conference	4/7/2016	Data Connectors	Live / Self-Study
2556394	Quiz # 161 - Volume 2, 2015	3/30/2016	ISACA	Live / Self-Study
2556395	Quiz # 162 - Volume 3, 2015	3/30/2016	ISACA	Live / Self-Study
2559760	Cyber Threats/Security	3/8/2016	Raleigh-Durham Chapter Institute of Internal Auditors	Live / Self-Study

2556635	Taking the Best Route to Managing Fraud and Corruption Risk	1/27/2016	Protiviti CPE	Live / Self-Study
2541572	Episode II - Attack of the Controls	11/17/2015	Cherry Bekaert LLP	Live / Self-Study
2556397	Quiz # 158 - Volume 5, 2015	11/6/2015	ISACA	Live / Self-Study
2556398	Quiz # 159 - Volume 6, 2015	11/6/2015	ISACA	Live / Self-Study
2556393	Quiz # 160 - Volume 1, 2015	11/6/2015	ISACA	Live / Self-Study
2556631	Cybersecurity is broken. Here's how to fix it.	11/3/2015	ISACA	Live / Self-Study
2526410	Developments in Independence and Ethics (Second Edition)	10/16/2015	CCH	Live / Self-Study
2556632	Emerging Issues/Cybersecurity/Money Laundering	10/9/2015	The Institute of Internal Auditors Triad Chapter	Live / Self-Study
2535460	IT Security and HIPAA Update	10/6/2015	Cherry Bekaert LLP	Live / Self-Study
2556626	COSO Lessons Learned: The Evolution of Controls Assurance	8/11/2015	blackline	Live / Self-Study
2528771	Analytical Procedures	8/4/2015	Cherry Bekaert LLP	Live / Self-Study
2525144	Audit U - Welcome/A&A Practice Update	6/3/2015	Cherry Bekaert LLP	Live / Self-Study
2525145	Audit U - ReGenerations	6/3/2015	Cherry Bekaert LLP	Live / Self-Study
2527027	Audit U - Data Security & Advisory Update	6/3/2015	Cherry Bekaert LLP	Live / Self-Study
2525165	Audit U - RAS - State of RAS	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525166	Audit U - RAS - Pre/Post Implementation	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525167	Audit U - RAS - SOC 1 and SOC 2 Update	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525168	Audit U - RAS - P2P and Risk Assessments	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525169	Audit U - RAS - GFR	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525170	Audit U - RAS - Business Development	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525171	Audit U - RAS - Wrap Up/Questions	6/2/2015	Cherry Bekaert LLP	Live / Self-Study
2525130	Audit U - Partner/Manager - Welcome	6/1/2015	Cherry Bekaert LLP	Live / Self-Study
2525131	Audit U - Partner/Manager - Accountability: What Does It Mean?	6/1/2015	Cherry Bekaert LLP	Live / Self-Study
2517992	Stock Based Compensation 101	4/28/2015	Cherry Bekaert LLP	Live / Self-Study
2517383	Independence and Code of Conduct	4/7/2015	Cherry Bekaert LLP	Live / Self-Study
2517138	The Role of IT Audit and SAS 99 Requirements	3/31/2015	Cherry Bekaert LLP	Live / Self-Study
2514268	Tool Time!	2/24/2015	Cherry Bekaert LLP	Live / Self-Study
2556628	Quiz #156 - Volume 3, 2014	2/24/2015	ISACA	Live / Self-Study
2556630	Quiz #157 - Volume 4, 2014	2/24/2015	ISACA	Live / Self-Study

2512213	Impact of the Uniform Grant Guidance	1/22/2015	Cherry Bekaert LLP	Live / Self-Study
2512679	2015 Banking Training - Day 2	1/16/2015	Cherry Bekaert LLP	Live / Self-Study

# Appendix B: Peer Review

**Report on the Firm's System of Quality Control**

October 22, 2019

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

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

**Peer Reviewer's Responsibility**

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

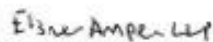
**Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of broker-dealers, and an examination of service organizations [SOC 1 engagement].

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

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Cherry Bekaert LLP has received a peer review rating of pass.

  
EisnerAmper LLP  
EisnerAmper LLP

January 21, 2020

Michelle Thompson  
Cherry Bekaert LLP  
2626 GLENWOOD AVE STE 200  
RALEIGH, NC 27608-1367

Dear Michelle Thompson:

It is my pleasure to notify you that on January 15, 2020, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,



Michael Fawley  
Chair, National PRC  
nprc@aicpa.org  
+1.919.402.4502

National Peer Review Committee

cc: Marc Fogarty, David Bettler

Firm Number: 900010011816

Review Number: 568293

# Appendix C: Exhibit K, Agreement to Furnish Financial Auditing Services and Cherry Bekaert Engagement Letter for AUP and Financial Audit



## EXHIBIT K

### AGREEMENT TO FURNISH FINANCIAL AUDITING SERVICES

THIS AGREEMENT to Furnish Financial Auditing Services (“Agreement”) is made on 1/28/20, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida 33716 and Cherry Bekaert LLP (“Contractor”), a Limited Liability Partnership with its principal place of business located at 401 East Jackson Street, Suite 1200 Tampa, FL 33602 (collectively, the “Parties”).

WHEREAS, PSTA issued Request for Proposals No. 20-240192 for Financial Auditing Services on 1/10/20, ~~2019~~ (the “RFP”); and

WHEREAS, Contractor timely submitted an offer in response to the RFP on or before 2/4/20 (“Contractor’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the contract to Contractor at its Board of Directors Meeting on TBD (the “Effective Date”) for a total amount not to exceed \$ TBD (“Total Contract Price”).

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. RECITALS.** The above recitals are true and correct and incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The “Contract Documents” shall mean and refer to this Agreement, the RFP including all exhibits attached thereto including any and all duly executed and issued addenda (attached hereto as **Exhibit 1**), Contractor’s Best and Final Offer (BAFO), if any (attached as Exhibit 2), and Contractor’s Response (attached hereto as **Exhibit 3**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the Exhibits and any inconsistency between Exhibits will be resolved in the following order:

Exhibit 1	RFP
Exhibit 2	Contractor’s BAFO
Exhibit 3	Contractor’s Response

- 3. SCOPE OF SERVICES.** Contractor, at the direction of PSTA, shall furnish the financial auditing services, including providing annual year-end financial audits, as further described and in accordance with the specifications, tasks, and scope of work set forth in the RFP (the “Services”). Contractor acknowledges that it has read the specifications and understands them.
- 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective and commence on the Effective Date and shall remain in effect for three (3) years. This Agreement may be renewed upon written notice from PSTA for up to two (2) additional one (1) year terms (each a “Renewal Term”).



## 5. TERMS OF PERFORMANCE.

**5.01 Task Order Based Contract.** PSTA will issue written orders for the tasks that it needs completed (“Task Orders”). All Task Orders must be within the scope of the RFP. Upon issuance, Contractor shall respond in writing with specifications for the Task Orders, including the key personnel that will be assigned, an estimate of the hours required and total cost to complete the Task Orders and all deliverables, a schedule of all tasks, deliverables, and proposed completion date, and any other information required by the RFP or which may be requested by PSTA in order for PSTA to monitor the Task Orders. Contractor shall not begin work on any Task Orders until PSTA has reviewed and approved the Contractor’s specifications for each Task Order, incorporating any changes or modifications PSTA deems necessary, in its sole discretion. Once approved, the Task Orders shall be appended to this Agreement and incorporated as an exhibit and all work and deliverables shall be completed by the date set forth in the Task Orders, unless modified in writing by the Parties. In the event a Task Order approved during the term of this Agreement or any Renewal Term and has a completion date beyond the term of this Agreement set forth in Paragraph 4 above, the terms and conditions of this Agreement shall be automatically extended through the completion of the Task Order.

**5.02 Representatives.** Prior to the start of any work under this Agreement, Contractor shall designate a primary and alternate representatives, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing. Such designation shall include the contact information (including phone numbers) of Contractor’s representatives. PSTA will advise Contractor in writing of the personnel who will represent PSTA in the administration of the Contract Documents. Such writing from PSTA may include the specific duties of each individual and each representative’s limits of authority.

**5.03 Non-exclusive Contract.** PSTA specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA’s best interest.

**5.04 Contractor Responsibility.** Contractor shall provide services of first quality, and in accordance with customary standards of the various trades and industries involved in the Services. The Services and the work associated therewith shall be high-quality in all respects. No advantage will be taken by Contractor in the omission of any part or detail of the Services.

**6. COMPENSATION.** In consideration of Contractor’s faithful performance of the Contract Documents, PSTA agrees to pay Contractor pursuant to the prices and hourly rates bid as set forth in Contractor’s Response. However, all payments to Contractor individually and in the aggregate shall not exceed the maximum price set forth in the Total Contract Price. Payment shall be made only for work, which is actually performed and approved by PSTA. Contractor shall submit invoices to PSTA no later than the fifteenth (15th) day of the month immediately following the month in which the Services are completed. PSTA will make payment in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes.

**6.01 Invoices.** All invoices shall be submitted in accordance with the Florida Prompt Payment Act, Section 218.72, *et. seq.*, Florida Statutes, with all details prescribed by PSTA in the RFP, and delivered to the following address:



Pinellas Suncoast Transit Authority  
Attention: Finance Department/Accounts Payable  
3201 Scherer Drive  
St. Petersburg, Florida 33716  
or via electronic mail to:  
[AccountsPayable@psta.net](mailto:AccountsPayable@psta.net)

**6.02 Disputed Invoices.** In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion will be paid.

## 7. WARRANTIES AND COVENANTS.

**7.01 Patent, Trademark, Copyright, and Trade Secret.** Contractor warrants that the Services, and all goods and work associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Contractor of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Contractor for any such claim brought against Contractor. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of providing the Services under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the PSTA immediately and provide a detailed report. The rights and responsibilities of the Contractor and PSTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

**7.02 Covenants Against Gratuities.** Contractor warrants that it has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of this Agreement.

**7.03 E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Contractor throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Contractor, regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

**7.04 Piggybacking.** Contractor agrees to make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

## 8. DELAY IN PERFORMANCE/FORCE MAJEURE.



**8.01 Time is of the Essence.** The timely receipt of Services to PSTA is essential. If any Services are not performed on time, PSTA may cancel the unfilled portion of this Agreement for cause, contract for the Services elsewhere, and recover from Contractor any increased costs and damages thereby incurred by PSTA.

**8.02 Unavoidable Delay.** If performance of the Services, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole and absolute discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

**8.03 No Damages for Delay.** Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Project or substantial increases in the costs of performing the work under the Contract Documents.

**8.04 Notification.** Contractor shall notify PSTA as soon as Contractor has, or should have had, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Contractor will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Contractor shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. PSTA will notify Contractor of its decision in writing. It is expressly understood and agreed that Contractor will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood that Contractor shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

## **9. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.**

**9.01 Claims for Damages.** Should Contractor suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to PSTA within five (5) days of when Contractor knew or should have known of such injury or damage.

**9.02 Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**9.03 Attorneys' Fees.** In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Contractor all its reasonable attorneys' fees and cost incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Contractor. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs,

as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

## 10. INDEMNIFICATION.

See Section 6: Exceptions for suggested language

**10.01 Indemnification.** The Parties recognize that Contractor is an independent contractor. Contractor agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Contractor against PSTA, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

**10.02 Control of Defense.** Subject to the limitations set forth in this provision, Contractor shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Contractor's expense. Contractor shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If Contractor assumes control of the defense of any third party claim in accordance with this paragraph, Contractor shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.



**11. MISCELLANEOUS PROVISIONS.**

**11.01 Entire Agreement.** The Contract Documents, including all exhibits, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals, and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

**11.02 Notices.** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

**To PSTA:**  
Pinellas Suncoast Transit Authority  
Attn: Brad Miller, CEO  
3201 Scherer Drive  
St. Petersburg, FL 33716

**To Contractor:**  
Cherry Bekaert LLP  
Attn: Scott Anderson  
401 East Jackson Street, Suite 1200  
Tampa, FL 33602

***With required copy to:***  
Alan S. Zimmet, B.C.S.  
Bryant Miller Olive P.A.  
One Tampa City Center, Suite 2700  
Tampa, FL 33602

Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Section 11.02.

**11.03 Waiver of Remedies for any Breach.** In the event that PSTA elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**11.04 Assignment.** The terms and provisions of this Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this Agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.

**11.05 Modification.** The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the Contract Documents and signed by PSTA.

**11.06 Headings and Section References.** The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.


**11.07 Authorization.** The Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.




**11.08 Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date first above written.

CONTRACTOR:

By: Scott Anderson, CPA   
Duly Authorized Designee

WITNESS/ATTEST:

By: Lauren Strop 

PSTA:

By: \_\_\_\_\_  
Brad Miller, CEO

Attest:

\_\_\_\_\_  
Rachael Cappolla, Executive Assistant

Approved as to form:

By: \_\_\_\_\_  
Alan S. Zimmet, General Counsel

February 4, 2020

The Finance and Audit Committee of  
Pinellas Suncoast Transit Authority

This letter of arrangement between Pinellas Suncoast Transit Authority (“PSTA”\_ (the “Authority”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “our” or “us”) sets forth the nature and scope of the services we will provide, the Authority’s required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to assure that our professional services are performed to achieve the mutually agreed-upon objectives of the Authority.

### **SUMMARY OF SERVICES**

We will apply the agreed-upon procedures which the Authority and the Federal Transit Administration (“FTA”) specified, listed in the attached schedule, to the Federal Funding Allocation Statistics Form (910) of the Authority’s annual National Transit Database (“NTD”) report as of September 30, 2020.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (“AICPA”). The sufficiency of the procedures is solely the responsibility of those parties specified in the report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion on the procedures in the attached schedule. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a report upon completion of our engagement listing the procedures performed and our findings. If for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from the engagement. The report is intended solely for the use of the Authority and the FTA, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws and regulations affecting the annual NTD report that come to our attention. In addition, if in connection with this engagement, matters come to our attention that contradict the annual NTD report, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

In connection with any of the agreed-upon procedures, accounting or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity, or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the Authority in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

### **YOUR EXPECTATIONS**

Our services plan is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Authority recognizes that our professional standards require that we be independent from you in our agreed-upon procedures and our report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with you and you should not expect that we will act only with due regard to your interest in the performance of the agreed-upon procedures and you should not impose on us special confidence that we will conduct the agreed-upon procedures with only your interest in mind. Because of our obligation to be independent of you, no fiduciary relationship will be created by this engagement or agreed-upon procedures.

The engagement will be led by John J. Gilberto, who will be responsible for assuring the overall quality, value, and timeliness of our services to you.

### **MANAGEMENT'S RESPONSIBILITIES RELATED TO AGREED-UPON PROCEDURES**

You are responsible for the presentation of the procedures listed in the attachment in accordance with FTA requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the procedures listed in the attachment. In addition, you are responsible for providing us with (1) access to all information of which you are aware is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.



At the conclusion of the engagement, the Authority's management will provide to us a representation letter that, among other things, (1) addresses management's responsibilities related to the engagement and confirms certain representations made during the engagement, including management's acknowledgement of its responsibility for the selection and presentation of the procedures listed in the attachment in accordance with FTA requirements; (2) management's knowledge of fraud or suspected fraud affecting the entity involving management, employees who have a significant roles in internal control or others where fraud could have a material effect on the subject matter; and (3) management's knowledge of any allegations of fraud or suspected fraud affecting the entity, received in communications from employees or others.

**LIMITATION OF LIABILITY**

**The Firm will rely on Management to provide the above noted representations to us, both in the planning and performance of the engagement, and in considering the fees that we will charge to perform the audit. Because we will be relying on Management's representations, you agree to indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by an officer or employee of the Authority regardless of whether such officer or employee was acting in the Authority's interest, and even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation. This indemnification will survive termination of this letter.**

**CONDITIONS SUPPORTING FEE**

As a result of our preliminary discussions, the Authority and the Firm have agreed to a fee, subject to the following conditions:

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If the Authority's management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

**FEES**

The following summarizes our fees for the services described above:

**Description of Services**

**Estimated Fee**

Agreed-upon procedures



**Cherry Bekaert LLP**  
**Engagement Letter Terms and Conditions**

---

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

**LIMITATIONS OF THE AGREED-UPON PROCEDURES REPORT**

Should the Authority wish to include or incorporate by reference the agreed-upon procedures performed and our report thereon into any other document at some future date, we will consider granting permission to include our report or incorporate our report by reference in such document at the time of the request. However, we may be required by professional standards to perform certain procedures before we can give our permission to include our report or incorporate our report by reference in another document such as an annual report, private placement, regulatory filing, etc. You agree that you will not include or incorporate by reference the agreed-upon procedures performed and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

With regard to the electronic dissemination of the report, including reports published electronically on your Internet website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

**RESPONSIBILITIES OF CHERRY BEKAERT LLP**

In performing our agreed-upon procedures we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our agreed-upon procedures will not include a detailed test of every transaction and provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our agreed-upon procedures unless clearly inconsequential. In the event that we have to consult with the Authority's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Authority. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters.

Our agreed-upon procedures are designed to only provide negative assurance that the individual items selected for testing are in conformity with the criteria described above.

If, for any reason, we are unable to complete the agreed-upon procedures, we may decline to issue a report as a result of the engagement. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

**OTHER MATTERS**

**Access to working papers**

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from

the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

Our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our examination and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### **Use of third-party providers**

In the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

### **Electronic transmittals**

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows you, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the Authority, and other third-party providers utilized by either party in connection with the engagement.

### **Subpoenas**

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

### **Dispute resolution procedures**

If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

### **Waiver of Trial by Jury**

**In the event the parties are unable to successfully mediate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.**

### **Independent Contractor**

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

### **No Third-Party Beneficiaries**

The parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

### **TERMS AND CONDITIONS SUPPORTING FEE**

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested examination schedules and supporting information, timely communication of all significant information, the assumption that unexpected circumstances will not be encountered during the agreed-upon procedures, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden Authority requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the Authority is unable to provide such schedules, information, and assistance, the Firm and the Authority will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees are based on attestation standards effective as of the date of this engagement letter and known to apply to the Authority at this time, but do not include any time related to the application of new attestation standards that impact the Authority for the first time. If new attestation standards are issued subsequent to the date of this letter and are effective for the period under examination, we will estimate the impact of any such standard on the nature, timing and extent of our planned examination procedures, and will communicate with you concerning the scope of the additional procedures, and the estimated fees.

The Authority agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not

be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Authority will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Authority and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

The procedures below relate to those procedures specified by the FTA in Exhibit 77 of the *2020 NTD Policy Manual*.

The following agreed-upon procedures will be applied (if applicable):

a. The procedures to be applied to each applicable mode and type of service (TOS) (directly operated (DO) and purchased transportation (PT)) are: Obtain and read a copy of written system procedures for reporting and maintaining data in accordance with NTD requirements and definitions set forth in 49 CFR Part 630, Federal Register, dated January 15, 1993, and as presented in the 2020 NTD Policy Manual. If there are no procedures available, discuss the procedures with the personnel assigned responsibility for supervising the NTD data preparation and maintenance.

b. Discuss the procedures (written or informal) with the personnel assigned responsibility for supervising the preparation and maintenance of NTD data to determine:

- The extent to which the transit agency followed the procedures on a continuous basis, and

- Whether these transit personnel believe such procedures result in accumulation and reporting of data consistent with NTD definitions and requirements set forth in 49 CFR Part 630, Federal Register, dated January 15, 1993, and as presented in the 2020 Policy Manual.

c. Ask these same personnel about the retention policy that the transit agency follows as to source documents supporting NTD data reported on the Federal Funding Allocation Statistics form.

d. Based on a description of the transit agency's procedures from items (A) and (B) above, identify all the source documents that the transit agency must retain for a minimum of three years. For each type of source document, select three months out of the year and inquire as to whether the document exists or inspect such documents for each of these periods.

e. Discuss the system of internal controls. Inquire whether separate individuals (independent of the individuals preparing source documents and posting data summaries) review the source documents and data summaries for completeness, accuracy, and reasonableness and how often these individuals perform such reviews.

f. Select a random sample of the source documents and determine whether supervisors' signatures are present as required by the system of internal controls. If supervisors' signatures are not required, inquire how personnel document supervisors' reviews.

g. Obtain the worksheets used to prepare the final data that the transit agency transcribes onto the Federal Funding Allocation Statistics form. Compare the periodic data included on the worksheets to the periodic summaries prepared by the transit agency. Test the arithmetical accuracy of the summaries.

h. Discuss the procedure for accumulating and recording Passenger Miles Traveled (PMT) data in accordance with NTD requirements with transit agency staff. Inquire whether the procedure is one of the methods specifically approved in the 2020 NTD Policy Manual.

i. Discuss with transit agency staff (the auditor may wish to list the titles of the persons interviewed) the transit agency's eligibility to conduct statistical sampling for PMT data every

third year. Determine whether the transit agency meets NTD criteria that allow transit agencies to conduct statistical samples for accumulating PMT data every third year rather than annually. Specifically:

- According to the 2010 Census, the public transit agency serves an UZA with a population less than 500,000.
- The public transit agency directly operates fewer than 100 revenue vehicles in all modes in annual maximum revenue service (VOMS) (in any size UZA).
- Service purchased from a seller is included in the transit agency's NTD report.
- For transit agencies that meet one of the above criteria, review the NTD documentation for the most recent mandatory sampling year (2017) and determine that statistical sampling was conducted and meets the 95 percent confidence and  $\pm$  10 percent precision requirements.
- Determine how the transit agency estimated annual PMT for the current report year.

j. Obtain a description of the sampling procedure for estimation of PMT data used by the transit agency. Obtain a copy of the transit agency's working papers or methodology used to select the actual sample of runs for recording PMT data. If the transit agency used average trip length, determine that the universe of runs was the sampling frame. Determine that the methodology used to select specific runs from the universe resulted in a random selection of runs. If the transit agency missed a selected sample run, determine that a replacement sample run was random. Determine that the transit agency followed the stated sampling procedure.

k. Select a random sample of the source documents for accumulating PMT data and determine that the data are complete (all required data are recorded) and that the computations are accurate. Select a random sample of the accumulation periods and re-compute the accumulations for each of the selected periods. List the accumulation periods that were tested. Test the arithmetical accuracy of the summary.

l. Discuss the procedures for systematic exclusion of charter, school bus, and other ineligible vehicle miles from the calculation of actual Vehicle Revenue Miles (VRM) with transit agency staff and determine that they follow the stated procedures. Select a random sample of the source documents used to record charter and school bus mileage and test the arithmetical accuracy of the computations.

m. For actual VRM data, document the collection and recording methodology and determine that deadhead miles are systematically excluded from the computation. This is accomplished as follows:

- If actual VRMs are calculated from schedules, document the procedures used to subtract missed trips. Select a random sample of the days that service is operated, and re-compute the daily total of missed trips and missed VRMs. Test the arithmetical accuracy of the summary.
- If actual VRMs are calculated from hubodometers, document the procedures used to calculate and subtract deadhead mileage. Select a random sample of the hubodometer readings and determine that the stated procedures for hubodometer



deadhead mileage adjustments are applied as prescribed. Test the arithmetical accuracy of the summary of intermediate accumulations.

- If actual VRMs are calculated from vehicle logs, select random samples of the vehicle logs and determine that the deadhead mileage has been correctly computed in accordance with FTA definitions.

n. For rail modes, review the recording and accumulation sheets for actual VRMs and determine that locomotive miles are not included in the computation.

o. If fixed guideway or High Intensity Busway directional route miles (FG or HIB DRM) are reported, interview the person responsible for maintaining and reporting NTD data and inquire as to whether the operations meet FTA definition of fixed guideway (FG) or High Intensity Busway (HIB) in that the service is:

- Rail, trolleybus (TB), ferryboat (FB), or aerial tramway (TR); or
- Bus (MB, CB, or RB) service operating over exclusive or controlled access rights-of-way (ROW); and
  - Access is restricted;
  - Legitimate need for restricted access is demonstrated by peak period level of service D or worse on a parallel adjacent highway;
  - Restricted access is enforced for freeways; priority lanes used by other high occupancy vehicles (HOV) (i.e., vanpools (VP), carpools) must demonstrate safe operation; and

p. Discuss the measurement of FG and HIB DRM with the person reporting NTD data and determine that the he or she computed mileage in accordance with FTA definitions of FG/HIB and DRM. Inquire of any service changes during the year that resulted in an increase or decrease in DRMs. If a service change resulted in a change in overall DRMs, re-compute the average monthly DRMs, and reconcile the total to the FG/HIB DRM reported on the Federal Funding Allocation Statistics form.

q. Inquire if any temporary interruptions in transit service occurred during the report year. If these interruptions were due to maintenance or rehabilitation improvements to a FG segment(s), the following apply:

- Report DRMs for the segment(s) for the entire report year if the interruption is less than 12 months in duration. Report the months of operation on the FG/HIB segments form as 12. The transit agency should document the interruption.
- If the improvements cause a service interruption on the FG/HIB DRMs lasting more than 12 months, the transit agency should contact its NTD validation analyst to discuss. FTA will make a determination on how to report the DRMs.

r. Measure FG/HIB DRM from maps or by retracing route.

- s. Discuss whether other public transit agencies operate service over the same FG/HIB as the transit agency. If yes, determine that the transit agency coordinated with the other transit agency (or agencies) such that the DRMs for the segment of FG/HIB are reported only once to the NTD on the Federal Funding Allocation form. Each transit agency should report the actual VRM, PMT, and Operating Expense (OE) for the service operated over the same FG/HIB.
- t. Review the FG/HIB segments form. Discuss the Agency Revenue Service Start Date for any segments added in the 2020 report year with the persons reporting NTD data. This is the commencement date of revenue service for each FG/HIB segment. Determine that the date reported is the date that the agency began revenue service. This may be later than the Original Date of Revenue Service if the transit agency is not the original operator. If a segment was added for the 2020 report year, the Agency Revenue Service Date must occur within the transit agency's 2020 fiscal year. Segments are grouped by like characteristics. Note that for apportionment purposes, under the State of Good Repair (§5337) and Bus and Bus Facilities (§5339) programs, the 7-year age requirement for fixed guideway/High Intensity Busway segments is based on the report year when the segment is first reported by any NTD transit agency. This pertains to segments reported for the first time in the current report year. Even if a transit agency can document an Agency Revenue Service Start Date prior to the current NTD report year, FTA will only consider segments continuously reported to the NTD.
- u. Compare Operating Expenses with audited financial data after reconciling items are removed.
- v. If the transit agency purchases transportation services, interview the personnel reporting the NTD data on the amount of PT-generated fare revenues. The PT fare revenues should equal the amount reported on the Contractual Relationship form.
- w. If the transit agency's report contains data for PT services and assurances of the data for those services are not included, obtain a copy of the IAS-FFA regarding data for the PT service. Attach a copy of the statement to the report. Note as an exception if the transit agency does not have an Independent Auditor Statement for the PT data.
- x. If the transit agency purchases transportation services, obtain a copy of the PT contract and determine that the contract specifies the public transportation services to be provided; the monetary consideration obligated by the transit agency or governmental unit contracting for the service; the period covered by the contract (and that this period overlaps the entire, or a portion of, the period covered by the transit agency's NTD report); and is signed by representatives of both parties to the contract. Interview the person responsible for retention of the executed contract and determine that copies of the contracts are retained for three years.
- y. If the transit agency provides service in more than one UZA, or between an UZA and a non-UZA, inquire of the procedures for allocation of statistics between UZAs and non-UZAs. Obtain and review the FG segment worksheets, route maps, and urbanized area boundaries used for allocating the statistics, and determine that the stated procedure is followed and that the computations are correct.

z. Compare the data reported on the Federal Funding Allocation Statistics Form to data from the prior report year and calculate the percentage change from the prior year to the current year. For actual VRM, PMT or OE data that have increased or decreased by more than 10 percent, or FG DRM data that have increased or decreased. Interview transit agency management regarding the specifics of operations that led to the increases or decreases in the data relative to the prior reporting period.

aa. The auditor should document the specific procedures followed, documents reviewed, and tests performed in the work papers. The work papers should be available for FTA review for a minimum of three years following the NTD report year. The auditor may perform additional procedures, which are agreed to by the auditor and the transit agency, if desired. The auditor should clearly identify the additional procedures performed in a separate attachment to the statement as procedures that were agreed to by the transit agency and the auditor but not by FTA.

February 4, 2020

The Finance and Audit Committee of  
Pinellas Suncoast Transit Authority

This engagement letter between the Pinellas Suncoast Transit Authority (hereafter referred to as the “Authority” or “you” or “your” or “management”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “us” or “our”) sets forth the nature and scope of the services we will provide, the Authority’s required involvement and assistance in support of our services, the related fee arrangements and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed upon objectives of the Authority.

### **SUMMARY OF SERVICES**

We will provide the following services to the Authority as of and for the year ended September 30, 2020:

#### **Audit and attestation services**

1. We will audit the basic financial statements of the Authority as of and for the year ended September 30, 2020, and the related notes to the financial statements.
2. The introductory section and statistical section accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor’s report will not provide an opinion or any assurance on that information.
3. We will audit the schedule of expenditures of federal awards and state financial assistance. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.
4. We will apply limited procedures to the schedule of proportionate share of net pension liability, the schedule of contributions, and the schedule of changes in OPEB which will consist of inquiries of management about 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 financial statements
5. Perform agreed-upon procedures related to the National Transit Database (“NTD”) Federal Funding Allocation Data Statistic Form (“FFA-10”) report. Terms provided in a separate engagement letter.
6. We will examine the Authority’s compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2020. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (“AICPA”). Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether the Authority complied, in all material respects, with the aforementioned requirements.

**Nonattest accounting and other services**

We will provide the following additional services:

1. Assist in the preparation of the financial statements and footnotes.
2. Complete the appropriate sections of and sign the Data Collection Form.

**YOUR EXPECTATIONS**

Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the Authority's expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Authority recognizes that our professional standards require that we be independent from the Authority in our audit of the Authority's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the Authority and the Authority should not expect that we will act only with due regard to the Authority's interest in the performance of this audit and the Authority should not impose on us special confidence that we will conduct this audit with only the Authority's interest in mind. Because of our obligation to be independent of the Authority, no fiduciary relationship will be created by this engagement or audit of the Authority's financial statements.

The engagement will be led by John J. Gilberto, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

**AUDIT AND ATTESTATION SERVICES**

The objective of our audit is the expression of opinions as to whether the Authority's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and Chapter 10.550, Rules of the Auditor General of the State of Florida.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Authority's

internal control or on compliance, and (2) 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 Uniform Guidance and Chapter 10.550 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200) and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance and Chapter 10.550, and other procedures as deemed necessary to enable us to express such opinions. We will also issue written reports upon completion of our Single Audit. 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 or add emphasis-of-matter or other-matter paragraphs. If our opinion is 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 an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

## **NONATTEST ACCOUNTING AND OTHER SERVICES**

The accounting and other services described in this section are nonaudit services, which do not constitute audit services 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. 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 Authority's management responsibilities.

### **Accounting services**

We will advise Authority's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the Authority's financial statements. The Authority's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Authority's financial statements. If, while reviewing the journal entries, the Authority's management determines that a journal entry is inappropriate, it will be the Authority's management's responsibility to contact us to correct it.

### **Financial statement preparation**

We will assist in the preparation of the Authority's financial statements and related notes, based on information provided by the Authority. However, the responsibility for the Authority's financial statements and notes remains with the Authority's management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

**Data Collection Form**

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the Authority; however, it is the Authority's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

**Authority's management responsibilities related to accounting and other services**

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Prior to the release of the report, the Authority's management will need to sign a representation letter acknowledging its responsibility for the results of these services.

**AUTHORITY'S MANAGEMENT RESPONSIBILITIES RELATED TO THE AUDIT**

The Authority's management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the Authority's management and financial information is reliable and properly reported. The Authority's 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, schedule of expenditures of federal awards and state financial assistance and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The Authority's management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence.

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

**Pinellas Suncoast Transit Authority**

**February 4, 2020**

**Page 5**

pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements 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 Authority involving (1) the Authority's 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 Authority received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the Authority 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, contracts or grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550, it is the Authority's management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The Authority's management is responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance projects 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 schedule of expenditures of federal awards in accordance with the Uniform Guidance and Chapter 10.550; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550; (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) the Authority has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. 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



**Pinellas Suncoast Transit Authority**

**February 4, 2020**

**Page 6**

to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The Authority's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The Authority's 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 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 Authority's management 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.

The Authority's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, 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, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, 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.

The Firm will rely on the Authority's management providing these representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit. Because we will be relying on Management's representations, you agree that the Authority will indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by an officer or employee of the Authority regardless of whether such officer or employee was acting in the Authority's interest, and *even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation*. This indemnification will survive termination of this letter.

**FEES**

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If the Authority's management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

The following summarizes the [estimated range of] fees for the services described above:

<b><u>Description of Services</u></b>	<b><u>Estimated Fee</u></b>
<b>Audit services</b>	
Audit of the financial statements	\$65,000
Perform an AUP over the Federal Funding Allocation Data*	6,500
<b>Accounting services</b>	
Financial statement preparation assistance	Included
Assistance with the data collection form	Included
Total	<u><u>\$71,500</u></u>

**Pinellas Suncoast Transit Authority**

**February 4, 2020**

**Page 7**

\* This will be discussed in a separate engagement letter.

The fees will be billed periodically as the work progresses. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1-1/2% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call Scott Anderson at 813-251-1010.

Sincerely,

**CHERRY BEKAERT LLP**



ATTACHMENT – Engagement Letter Terms and Conditions

---

Pinellas Suncoast Transit Authority (“PSTA”)

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Cherry Bekaert LLP**  
**Engagement Letter Terms and Conditions**

---

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

**LIMITATIONS OF THE AUDIT REPORT**

Should the Authority wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Authority will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

**LIMITATIONS OF THE AUDIT PROCESS**

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the Authority's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Authority) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the Authority's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Authority. You agree that the Authority will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the Authority's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

## **AUDIT PROCEDURES – GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Authority's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute 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 Authority or to acts by the Authority's management or employees acting on behalf of the Authority. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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 a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards 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 or major programs. However, we will inform the appropriate level of the Authority's management of any material errors and fraud, or illegal acts that come to our attention during the course of our audit. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **AUDIT PROCEDURES – INTERNAL CONTROLS**

Our audit will include obtaining an understanding of the Authority and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. 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, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the Authority's management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.550.

### **AUDIT PROCEDURES - COMPLIANCE**

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures 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*.

The Uniform Guidance and Chapter 10.550 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and Chapter 10.550 for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550.

### **NONATTEST SERVICES (IF APPLICABLE)**

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the Authority's designated individual will assume all the Authority's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for-

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the Authority's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the Authority's designated individual. Such advice and guidance shall be limited as permitted under the Code of Professional Conduct.

### **COMMUNICATIONS**

At the conclusion of the audit engagement, we may provide the Authority's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Authority make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain

additional matters are communicated to the appropriate members of the Authority. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the Authority; (4) the process used by Authority's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with the Authority's management concerning a financial accounting, reporting or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of the Authority's management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the Authority's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with the Authority's management related to the performance of the audit.

## **OTHER MATTERS**

### **Cybersecurity**

The purpose, and therefore the scope, of an audit is to express an opinion on the fairness of presentation of the financial statements, taken as a whole, in accordance with accounting principles generally accepted in the United States. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control, including any cybersecurity controls. Accordingly, we will express no such opinion or provide any form of assurance relating to cybersecurity as part of the services in this engagement letter.

### **Access to working papers**

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the Authority may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

### **Electronic transmittals**

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the Authority, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information between the Firm, the Authority, and other third party providers utilized by either party in connection with the engagement.

### **Subpoenas**

In the event we are requested or authorized by the Authority, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the Authority, the Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

### **Dispute resolution procedures**

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

### **Waiver of Trial by Jury**

In the event the parties are unable to successfully mediate any dispute, controversy or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

### **Independent Contractor**

Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.

### **No Third-Party Beneficiaries**

The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

### **TERMS AND CONDITIONS SUPPORTING FEE**

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the Authority's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden Authority requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the Authority is unable to provide such schedules, information and

assistance, the Firm and the Authority will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the Authority will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the Authority with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, the Firm and the Authority will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Authority at this time, but do not include any time related to the application of new auditing or accounting standards that impact the Authority for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned audit procedures and will communicate with the Authority concerning the scope of the additional procedures and the estimated fees.

The Authority agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Authority will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Authority and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.



# Section 5: Price

1. Fee for the Audit of Financial Statements
2. Rates by Professional
3. Price for Single Audit Testing in Future Years
4. NTD Costs

**Pinellas Suncoast Transit Authority (PSTA)**

**RFP-20-240192 Auditing Services**

**SCHEDULE**

CAUTION: A false statement in any offer submitted to PSTA may be a criminal OFFENSE.

NOTE: For Invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Request for Proposals the terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits.

**THE OFFEROR MUST SIGN AND DATE THIS SCHEDULE WHERE PROVIDED AND SUBMIT ALL PAGES WITH THE OFFER.**

The rates include all costs that the offeror(s) intends to recover, such as, but not limited to: supervision, labor, equipment, materials, vehicle licensing, vehicle title, pick-up, financing, carrying charges, and all other such charges to accommodate the services and requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

**Base Term Three (3) Year**

Line Item	Description	QTY	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	Auditing services	3	YR		\$195,000.00
2	NTD agreed upon procedures	3	YR		\$19,500.00
<b>Total Price For Base period of 3 yrs</b>					<b>\$214,500.00</b>

**Optional Services**

3	Paraprofessional	1	HR		\$100.00
4	Junior Account	1	HR		\$140.00
5	Senior Account	1	HR		\$260.00
6	Manager	1	HR		\$300.00
7	Partner	1	HR		\$375.00
8	Specialists	1	HR		\$425.00
9	Additional grants that qualify for single audit testing	1	LS		\$7,500.00
10	IT Cyber Security Audit	1	LS		\$20,000.00
<b>Total ---&gt;</b>					<b>\$29,100.00</b>

**Option Year One (1)**

Line Item	Description	QTY	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	Auditing services	1	YR		66,280.00
2	NTD agreed upon procedures	1	YR		\$7,360.00
<b>Total Price For Option Year one (1) yr</b>					<b>\$73,640.00</b>

**Optional Services**

3	Paraprofessional	1	HR		\$100.00
4	Junior Account	1	HR		\$140.00
5	Senior Account	1	HR		\$260.00

6	Manager	1	HR		\$300.00
7	Partner	1	HR		\$375.00
8	Specialists	1	HR		\$425.00
9	Additional grants that qualify for single audit testing	1	LS		\$7,500.00
10	IT Cyber Security Audit	1	LS		\$20,000.00
<b>Total ---&gt;</b>					\$29,100.00

**Option Year Two (2)**

Line Item	Description	QTY	UOM (b)	Unit Cost (c)	Extended Cost (d)
1	<b>Auditing services</b>	1	YR		\$68,200.00
2	NTD agreed upon procedures	1	YR		\$7,500.00
<b>Total Price For Option Year two (2) yr</b>					\$75,700.00

**Optional Services**

3	Paraprofessional	1	HR		\$100.00
4	Junior Account	1	HR		\$140.00
5	Senior Account	1	HR		\$260.00
6	Manager	1	HR		\$300.00
7	Partner	1	HR		\$375.00
8	Specialists	1	HR		\$425.00
9	Additional grants that qualify for single audit testing	1	LS		\$7,500.00
10	IT Cyber Security Audit	1	LS		\$20,000.00
<b>Total ---&gt;</b>					\$29,100.00

**TOTAL PRICE OFFER --->**

**\$451,140.00**

**NAME & TITLE OF OFFEROR'S REPRESENTATIVE:**

Scott Anderson, Engagement Director

(Print or Type Name & Title)

(Signature)

2/4/2020

(Date)

## Section 6: Exceptions

After reviewing Exhibit D Special Provisions, Page 8, Minimum Insurance Requirements, Cherry Bekaert would like to offer alternative language for the following:

- (a) Before performing any contract work, the successful Proposer shall procure and maintain, during the life of the contract, unless otherwise specified, insurance to be determined by PSTA. The policies of insurance shall be primary and written on forms acceptable to PSTA and placed with insurance companies approved and licensed by the Insurance Department in the State of Florida in accordance with all laws, and meet a minimum financial AM Best rating of no less than:

“A - Excellent: FSC VII.” Insurance certificates are to be provided to the Procurement and Contracts Administration Department as part of the bid response.

***Cherry Bekaert’s Commercial General Liability and Umbrella Liability policies have primary provision, as required by written contract. There is no provision on the Automobile Liability policy.***

- (e) Renewal Certificates of Insurance must be provided to PSTA at least 10 days prior to expiration of current coverages so that there shall be no interruption in the service due to lack of proof of insurance coverages required of the Contractor/Vendor.

***Cherry Bekaert can provide 30 day notice of cancellation or non-renewal, except for the Firm’s Professional Liability policy. There is not a provision to provide 30 day notice of cancellation for the Firm’s Worker’s Compensation policy.***

***The Firm can provide the Purchasing Department with new insurance certificates at least 15 days prior to renewal, except in the case of Professional Liability, which has a renewal date closer to the expiration date.***

After reviewing Exhibit K, Agreement to Furnish Financial Auditing Services, Section 10, 10.01 Indemnification, Cherry Bekaert would like to offer alternative language for the following:

***“The Contractor agrees to indemnify, defend and hold harmless the [Client] (including, without limitation, its officers, directors, shareholders, employees, agents, successors, and assigns) from and against any and all claims, debts, liabilities, damages, demands, obligations, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs), actions and causes of action arising from (a) the breach of any of the terms of the contract by [Contractor] or any party acting by or through [Contractor] (including, without limitation, any of its representatives); (b) the violation of any applicable law or regulation; or (c) a claim asserted by any third-party based on the negligence of the [Contractor] in the performance of the contract. This paragraph shall survive the termination of the contract including any renewal or extension thereof. The maximum aggregate liability of Contractor with respect to this paragraph shall not exceed the sum of ten million dollars (\$10,000,000.00).”***

## Exhibit C: Scope of Services

The AUDITOR shall provide audits of the financial records and transactions of the Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC) for Pinellas County for the year ending September 30, 2022.

The audits shall be conducted pursuant to all applicable laws, rules, and regulations governing each entity. This may include but not necessarily limited to the (single audit act, 2 CFR Part 200), The audits shall include a review of the accounting control structures and of the compliance with budgetary and legal requirements of the MPO and PPC, respectively, in conformity with accounting principles generally accepted by the US GAAP. Both audits shall be conducted in accordance with generally accepted auditing standards (US GAAS) and the standards for financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States. As required by Chapter 10.550, Rule of the Auditor General for Local Governmental Entity Audits, the auditor will issue a written management letter upon completion of the audits.

Written reports of the audits are required containing 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. A draft of the financial reports for staff review is required by January 31 of each year, and the final reports by March 31 of each calendar year of the agreement, unless the Parties mutually agree to alternate date(s) in writing. The AUDITOR shall formally present its findings and recommendations to the Forward Pinellas Board upon completion of the audits. The AUDITOR will provide one electronic and 10 bound copies of the final audit documents. All working papers and reports must be retained at the auditor's expense, for a minimum of five years.

An exit conference meeting with the Forward Pinellas Executive Director will be conducted at the audit conclusion. Draft copies of the audit reports and related management letters shall be made available by the auditor for inspection prior to the meeting. The purpose of this meeting is to summarize the audit results and to review any significant findings.

Forward Pinellas shall provide office space deemed adequate by the AUDITOR to efficiently conduct the audit. Forward Pinellas staff will provide all feasible assistance, including preparation of schedules required by the auditor to expeditiously conduct the engagement.

The AUDITOR shall also be available throughout the year to provide advice and guidance on financial accounting and reporting issues and recommendations with respect to accounting and administrative controls and efficiency.

Exhibit D: Rate Schedule

	FY 2023
Pinellas Planning Council	\$24,188
Metropolitan Planning Organization	\$43,538
Total	\$67,726

## Exhibit E: 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 AUDITOR errors and omissions liability insurance including but not limited to, general accounting, with minimum limits of \$1,000,000 per occurrence if Occurrence Form is available; or Claims Made Form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," the 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. As applicable, 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 hazards. 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. The AUDITOR hereby waives subrogation rights for loss or damage against FORWARD PINELLAS.



Exhibit F: Truth in Negotiation Certificate

In compliance with this Agreement dated \_\_\_\_\_ between Forward Pinellas and the AUDITOR, the AUDITOR herewith certifies that:

1. The rates of compensation and other factual unit costs supporting the compensation are accurate, complete, and correct at the time of contracting.
2. Any and all limitations on current or future years' contract fees, including any arrangements under which fixed limits on fees will not be subject to reconsideration if unexpected accounting issues are encountered, are disclosed herein.
3. Any and all services to be provided under the above-referenced AGREEMENT at rates or terms that are not customary are described herein.

Annual maximum compensation rate is as specified in this AGREEMENT.  
Standard compensation rate for this type of engagement is as negotiated.

\_\_\_\_\_  
AUDITOR

By: Lauren Strope

Date:

Exhibit G: Public Entity Crimes Certificate

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Pinellas County Metropolitan Planning Organization and the Pinellas Planning Council

By: \_\_\_\_\_  
(print this individual's name and title)

For: Cherry Bekaert, LLP  
(print name of entity submitting statements)

whose business address is: 401 East Jackson Street, Suite 1200, Tampa, Florida 33602

and if applicable whose Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in Paragraph 287. 133(l)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287, 133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287. 133(l)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling

interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

AND (Please indicate which additional statement applies).

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY

CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

City of \_\_\_\_\_

STATE OF FLORIDA

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_

\_\_\_\_ Who is Personally known to me

\_\_\_\_ Or who produced identification

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature) Notary Public-State of Florida

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

\_\_\_\_\_  
My commission expires

(SEAL)

Exhibit H: Certificate Regarding Lobbying

49 CFR PART20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (Pl. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U. S.C, § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U. S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The AUDITOR, (name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the AUDITOR understands and agrees that the provisions of 31 U. S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit I: Certificate Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

(1) The prospective primary participant hereby certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The prospective primary participant also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S. D.O.T

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Applicant/Organization

\_\_\_\_\_  
Date Signed

October 12, 2022

**5D. Approval of Complete Streets Interlocal Agreement with Pinellas County**



---

**SUMMARY**

At its April 2022 meeting, the Forward Pinellas Board approved Complete Streets grant funding for the development of a concept plan to Pinellas County for the Whitney Road corridor. Forward Pinellas staff has worked with the County to draft an agreement for the project. The City is receiving \$35,000 in federal metropolitan planning organization (MPO) planning funds for the project to develop a Complete Streets concept plan for the corridor, which will continue public dialogue and conduct the technical analysis needed to select a preferred alternative for multimodal infrastructure, with the participation of adjacent neighborhoods, stakeholders and community members. The planning work must be completed by June 30, 2022.

**ATTACHMENT(S):** Agreement with Pinellas County

**ACTION:** Board, in its role as the metropolitan planning organization, to approve the interlocal agreement with Pinellas County for Complete Streets grant funding.

**STAFF RECOMMENDATION:** Staff recommends the board approve the interlocal agreement with Pinellas County for Complete Streets grant funding.



**AGREEMENT FOR COMPLETE STREETS FUNDING  
BETWEEN FORWARD PINELLAS AND PINELLAS COUNTY**

**THIS AGREEMENT** (“AGREEMENT”) is entered into the 12 day of October 2022 between **FORWARD PINELLAS**, in its role as the Pinellas County Metropolitan Planning Organization and the Pinellas Planning Council, and Pinellas County, Florida, a subdivision of the State of Florida (“COUNTY”), collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Forward Pinellas developed an incentive program to assist local governments in planning, designing and constructing “Complete Streets” projects that entail roadway redesign to provide better access, safety, and mobility for all users, with emphasis on projects that serve as an economic catalyst within corridors or activity centers; and

**WHEREAS**, during a countywide call for local governments to submit applications for funding for Complete Streets projects, the COUNTY submitted an application for the Whitney Road Complete Streets Concept Planning Study (PROJECT); and

**WHEREAS**, a Forward Pinellas subcommittee comprised of members of the Technical Coordinating Committee and the Planners Advisory Committee met to review each application and recommended funding the PROJECT; and

**WHEREAS**, the Technical Coordinating Committee, Bicycle and Pedestrian Advisory Committee, and Citizens Advisory Committee recommended that Forward Pinellas fund the PROJECT; and

**WHEREAS**, the Forward Pinellas Board adopted the recommendation to provide such funding for the PROJECT at its April 12, 2022 meeting; and

**WHEREAS**, the COUNTY has stated that it is qualified and able to develop the PROJECT’s concept plan with the assistance of Forward Pinellas funding support.

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

**1. SCOPE OF SERVICES**

- A. The COUNTY shall develop a Complete Streets Concept Plan for the PROJECT, the scope of which will include the outline and deliverables included in the COUNTY’s Application for Concept Planning Grant, which is attached hereto and incorporated herein as Exhibit A, SCOPE OF SERVICES.

- B. Funding provided by Forward Pinellas to the COUNTY shall not exceed thirty-five thousand dollars (\$35,000), which will be paid to the COUNTY on a reimbursement basis as further outlined herein.
- C. In accordance with the requirements of 2 CFR 200, Section 287.055, F.S., Federal Brooks Act 23 C.F.R. 172 and 23 U.S.C. 112, COUNTY will utilize Forward Pinellas procured consultants to fulfill the SCOPE OF SERVICES requirements as outlined herein.
- D. Each party will assign a project manager to oversee the PROJECT.

## **2. TERM**

The term shall commence upon COUNTY receiving a Notice to Proceed from the assigned Forward Pinellas project manager, which shall be given no later than thirty (30) days from the date the AGREEMENT is executed by both Parties, and shall terminate on June 30, 2023, or upon completion of the PROJECT, whichever occurs first, unless this AGREEMENT is earlier terminated as provided for herein. The COUNTY agrees to commence work in a timely manner after receiving the Notice to Proceed. The AGREEMENT may be extended and/or amended by mutual written agreement of the Parties; however, the COUNTY shall not be entitled to receive any funds under the agreement or any subsequent amendment after June 30, 2023.

## **3. BILLING AND COMPENSATION**

- A. The COUNTY shall submit electronic invoices to the attention of the Forward Pinellas project manager. Invoices shall be submitted quarterly. All invoices must include a progress report showing the actual tasks performed, their relationship to the PROJECT, and the fee claimed. Invoices shall include a table showing the percentage completed by task and the total budget amount. Each invoice must include a transmittal letter signed by the COUNTY'S project manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion. Incomplete invoice submittals and invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the COUNTY for correction.
- B. Forward Pinellas shall have the right to monitor the COUNTY to ensure funding provided by the AGREEMENT is used for authorized purposes. Forward Pinellas may request additional information and evidence to support any and all invoices for fees claimed to be earned by the COUNTY before Forward Pinellas processes the invoices for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT, as determined by Forward Pinellas.
- C. Should the COUNTY collect any third-party payments for eligible activities for which Forward Pinellas has reimbursed the COUNTY, the COUNTY shall reimburse Forward Pinellas the total amount collected by Forward Pinellas.
- D. In consideration of the satisfactory performance of the provisions of this

AGREEMENT, Forward Pinellas shall compensate the COUNTY on a reimbursement basis an amount not to exceed thirty-five thousand dollars (\$35,000). costs of the PROJECT above and beyond this amount are the sole responsibility of the COUNTY.

- E. Upon Forward Pinellas approval of submitted invoices following its Internal Control Structure Policy Manual, Forward Pinellas shall make payments, as invoiced, to the COUNTY within thirty (30) days of approval.
- F. Final billing and settlement shall be completed by both Parties within ninety (90) days upon completion of the PROJECT.

#### **4. CONSULTANT**

The COUNTY will use a planning consultant procured by Forward Pinellas to perform the SCOPE OF SERVICES for the PROJECT. The COUNTY must receive advance written approval for the use of a consultant that is not procured by Forward Pinellas for the PROJECT.

#### **5. FUNDING CLAUSE**

The source of funds available for the PROJECT may require approval by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and/or Florida Department of Transportation (FDOT). Forward Pinellas will seek such required approval before submitting a Notice to Proceed to the COUNTY. In the event that FHWA, FTA and/or FDOT does not authorize the use of funds contemplated hereunder, the AGREEMENT shall automatically terminate and neither party shall be liable or have any obligation to perform hereunder. In addition, in the event funds are not appropriated by or on behalf of Forward Pinellas in any succeeding fiscal year for purposes described herein, the AGREEMENT shall automatically terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to Forward Pinellas.

#### **6. RECORDS**

The COUNTY will keep adequate records and supporting documentation applicable to this contractual matter including any deliverables related to the PROJECT. Said records and documentation will be retained by the COUNTY consistent with 49 C.F.R. Section 19.53 retention requirements or Chapter 119, F.S., whichever is longer. 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.

#### **7. NOTICE**

All notices required to be given by law or under this AGREEMENT shall be in writing and sent to the following addresses, unless the Parties indicate otherwise in writing:

Forward Pinellas:

Chelsea Favero  
310 Court Street, 2nd Floor  
Clearwater, Florida 33756  
CFavero@forwardpinellas.org

Pinellas County:  
Joan Rice  
22211 US 19 N., Building 1  
Clearwater, Florida 33765  
Jrice@co.pinellas.fl.us

## **8. TERMINATION**

All services are to be performed by the COUNTY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A, SCOPE OF SERVICES. Forward Pinellas' Executive Director shall decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES under this AGREEMENT.

**a. Termination for Convenience** Either party may terminate this AGREEMENT, in whole or in part, at any time upon thirty days' (30) written notice to the other party. The COUNTY shall be paid its costs, including AGREEMENT close-out costs, and profit on work performed up to the date of termination. The COUNTY shall promptly submit its invoice to Forward Pinellas for costs incurred up to the effective date of termination, provided COUNTY has not been previously reimbursed for such costs.

**b. Termination for Cause** If the COUNTY fails to perform in the manner called for in the AGREEMENT, Forward Pinellas may terminate the AGREEMENT for default. Termination shall be affected by serving a notice of termination on the COUNTY setting forth the manner in which the COUNTY is in default. The COUNTY will only be paid the AGREEMENT price for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by Forward Pinellas that acts beyond the COUNTY'S control led to the breach or default, including but not limited to an Act of God, strike, fire, or flood, Forward Pinellas, after amending the AGREEMENT to set a new delivery of performance schedule, may allow the COUNTY to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure** In the event of termination for breach or default, Forward Pinellas may allow the COUNTY an opportunity to cure the defect within thirty (30) days of receiving the notice of default ("Notice"). The Notice will state the time period in which cure is permitted and any other appropriate conditions.

If the COUNTY fails to remedy the breach or default to the reasonable satisfaction of

Forward Pinellas in accordance with the Notice, Forward Pinellas shall have the right to immediately terminate the AGREEMENT without any further obligation of either party. Any such termination for default shall not in any way operate to preclude Forward Pinellas from also pursuing all available remedies against the COUNTY for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that Forward Pinellas elects to waive its remedies for any breach by COUNTY of any covenant, term or condition of this AGREEMENT, such waiver by Forward Pinellas shall not limit Forward Pinellas' remedies for any succeeding breach of that or any other term, covenant, or condition of this AGREEMENT.

## **9. FEDERAL CLAUSE REQUIREMENTS**

To the extent applicable and permitted by law, the COUNTY shall abide by the following federally required clauses if any portion of the SCOPE OF SERVICES is performed by the COUNTY, and shall ensure that the following federally required clauses are included in each contract between the COUNTY and any consultant used by the COUNTY to perform the SCOPE OF SERVICES if such contract is financed (in whole or in part) with funds provided to the COUNTY by Forward Pinellas under the AGREEMENT:

- a) Fly America Requirements
  - b) Civil Rights Requirements
  - c) Disadvantaged Business Enterprise (DBE)
  - d) Energy Conservation Requirements
  - e) Clean Water Requirements
  - f) Clean Air
  - g) Recycled Products
  - h) Lobbying
  - i) Program Fraud and False or Fraudulent Statements and Related Acts
  - j) Government-Wide Debarment and Suspension
  - k) Incorporation of Federal Transit Administration (FTA) Terms
  - l) Access to Records
  - m) Federal Changes
  - n) Patent and Rights in Data
- a. Fly America Requirements** - The consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign

air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**b. Civil Rights Requirements**

**i. Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332:

The consultant shall not discriminate on the basis of race, age, creed, disability, marital or family status, color, national origin, religion, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the COUNTY deems appropriate.

Each subcontract the consultant signs in regards to this AGREEMENT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The consultant agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FHWA, or FDOT may issue. In addition to the above assurance, the consultant shall not discriminate on the basis of sexual orientation, in accordance with Pinellas County Code Chapter 70 as amended. In connection with this AGREEMENT, the consultant will complete and submit Exhibit B "Title VI/Nondiscrimination Policy Statement", in accordance with its instructions.

**ii. Equal Employment Opportunity -**

**(1). Race. Color. Creed. National Origin. Sex** - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the AGREEMENT. The consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex,

or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA, or FDOT may issue.

**(2). Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and Federal transit law at 49 U.S.C. 5332, the consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

**(3). Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the consultant agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

**(4). Access to Services for Persons with Limited English Proficiency** – To the extent applicable and except to the extent that FTA determines otherwise in writing, the consultant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001. The MPO's LEP Plan is available on the Forward Pinellas website.

**(5). Environmental Justice** – The consultant agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the Federal Government determines otherwise in writing.

**(6). Other Nondiscrimination Laws** – The consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- c. **Disadvantaged Business Enterprise** – This AGREEMENT is subject to the requirements of Title 49, C.F.R. Part 26, *Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs*. The MPO's overall goal for DBE participation is applicable to this AGREEMENT. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida who would be expected to participate in MPO and consultant contracts absent the effects of discrimination.

The consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the consultant to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the COUNTY deems appropriate.

The consultant is required to pay its subcontractors performing work related to this AGREEMENT for satisfactory performance of that work no later than thirty (30) days after the consultant's receipt of payment for that work from the COUNTY. In addition, the consultant may not hold retainage from its subcontractors

The consultant must promptly notify the COUNTY whenever a DBE performing work related to this AGREEMENT is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the COUNTY and Forward Pinellas.

Information on Forward Pinellas' DBE Program requirements is available on the Forward Pinellas website.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at:

[http://www.dot.state.fl.us/equalopportunityoffice/New\\_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf](http://www.dot.state.fl.us/equalopportunityoffice/New_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf).

- d. **Energy Conservation** – The consultant agrees, to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- e. **Clean Water** – The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. 1251 et seq. The consultant agrees to report each violation to the COUNTY and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.



The consultant also agrees to include these requirements in each subcontract exceeding \$35,000 financed in whole or in part with Federal assistance provided by FTA.

- f. **Clean Air** – The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The consultant agrees to report each violation to the COUNTY and Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The consultant also agrees to include these requirements in each subcontract exceeding \$35,000 financed in whole or in part with Federal assistance provided by FTA.
- g. **Recycled Products** – Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.
- h. **Lobbying** – Clause and specific language mandated by 49 C.F.R. Part 19.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." No Federal appropriated funds have been paid or will be paid for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award shall be disclosed.

If any funds other than Federal appropriated funds have been paid by the consultant to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the consultant will complete and submit Exhibit C Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The consultant shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly, pursuant to Exhibit F (Certification Regarding Lobbying).

**i. Program Fraud and False or Fraudulent Statements and Related Acts** - The consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying AGREEMENT, the consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this AGREEMENT is being performed. In addition to other penalties that may be applicable, the consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the consultant to the extent the Federal Government deems appropriate.

The consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the consultant, to the extent the Federal Government deems appropriate.

The consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**j. Government-Wide Debarment and Suspension** - This AGREEMENT is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the consultant is required to verify that none of the consultant, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The consultant is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this AGREEMENT, the consultant certifies as follows: The consultant agrees to comply, and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT

regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The consultant agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined that the consultant knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The consultant agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions and will review the "Excluded Parties Listing System" at the following Internet address: <http://epls.arnet.gov> before entering into any third party or subagreement.

**k. Incorporation of Federal Transit Administration (FTA) Terms** – The provisions of this AGREEMENT include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the AGREEMENT provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The consultant shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA terms and conditions.

**l. Access to Records** - Upon request, the consultant agrees to permit the COUNTY, the Secretary of Transportation; Forward Pinellas; the Comptroller General of the United States; and, if appropriate, their authorized representatives, to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the consultant and third-party contractors pertaining to the AGREEMENT as required by 49 U.S.C. 5325(g).

**m. Federal Changes** – The consultant shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (which may be accessed at this web address: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/131596/fta-master-agreement-fy-2019.pdf>) as they may be amended or promulgated from time to time during the term of this AGREEMENT. The consultant's failure to so comply shall constitute a material breach of this AGREEMENT.

**n. Patent and Rights Data-**

i. Rights in Data – The following requirements apply to each agreement involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the AGREEMENT. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design- type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to AGREEMENT administration.

The following restrictions apply to all subject data first produced in the performance of the AGREEMENT:

a. Except for its own internal use, the consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the consultant authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any agreement with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that agreement, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the consultant using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA

determines otherwise, the consultant performing experimental, developmental, or research work required by the AGREEMENT agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that AGREEMENT, or a copy of the subject data first produced under the AGREEMENT for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the AGREEMENT is not completed for any reason whatsoever, all data developed under the AGREEMENT shall become subject data as defined in subsection

(a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the consultant's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the AGREEMENT. The consultant shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the AGREEMENT is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the consultant identifies that data in writing at the time of delivery of the work.

g. Unless FTA determines otherwise, the consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the consultant agrees to take the

necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The consultant also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ii. Patent Rights – The following requirements apply to each agreement involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the AGREEMENT, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the consultant agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the consultant's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the consultant agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. The consultant also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **10. INDEMNIFICATION**

Subject to Section 768.28, Florida Statutes, each party shall be liable for its own negligence under this AGREEMENT. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this AGREEMENT or contracts related thereto.

**11. No Obligation by the Federal Government to Third Parties** – Forward Pinellas and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this

AGREEMENT and shall not be subject to any obligations or liabilities to Forward Pinellas, COUNTY, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA or Forward Pinellas. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**12. Breaches and Dispute Resolution** – All services are to be performed by the COUNTY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A. Forward Pinellas' Executive Director shall decide all initial questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the SCOPE OF SERVICES or in relation to the PROJECT. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the COUNTY mails or otherwise furnishes a written appeal to the Forward Pinellas Executive Director.

**i. Appeals** – After properly submitting an appeal in accordance with the provisions herein, the COUNTY shall be afforded an opportunity to be heard by the Executive Director and to offer evidence in support of its position. The Executive Director has the authority to make a final decision on the appeal. A final decision by the Executive Director may be appealed as provided by law.

**ii. Performance During Dispute** - Unless otherwise directed by Forward Pinellas, the COUNTY shall continue performance under this AGREEMENT while matters in dispute are being resolved.

**iii. Claims for Damages** - Should either party to the AGREEMENT suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**iv. Rights and Remedies** - The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or elsewhere in this AGREEMENT to either party, including but not limited to the default and termination provisions herein. No action or failure to act by Forward Pinellas or COUNTY shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed by the parties in writing.

### **13. 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.



**14. 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 COUNTY requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the COUNTY.

**15. ENTIRE AGREEMENT**

This AGREEMENT represents the entire written agreement between the parties and supersedes all prior communications and proposals, whether electronic, oral, or written between the parties with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the COUNTY.

**16. GOVERNING LAW AND VENUE**

The laws of the federal government and the State of Florida shall govern this AGREEMENT, and venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

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

PINELLAS PLANNING COUNCIL AND PINELLAS METROPOLITAN PLANNING ORGANIZATION

Forward Pinellas:

By: \_\_\_\_\_  
Whit Blanton, FAICP  
Executive Director

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PINELLAS COUNTY, FLORIDA  
a political subdivision of the State of Florida

By:  \_\_\_\_\_  
Barry Burton  
County Administrator

Date: September 12, 2022

Exhibit A. Scope of Services

# WHITNEY ROAD: US 19 FRONTAGE ROAD TO BOLESTA ROAD

## COMPLETE STREETS CONCEPT PLANNING PROJECT

### Proposed Scope of Services

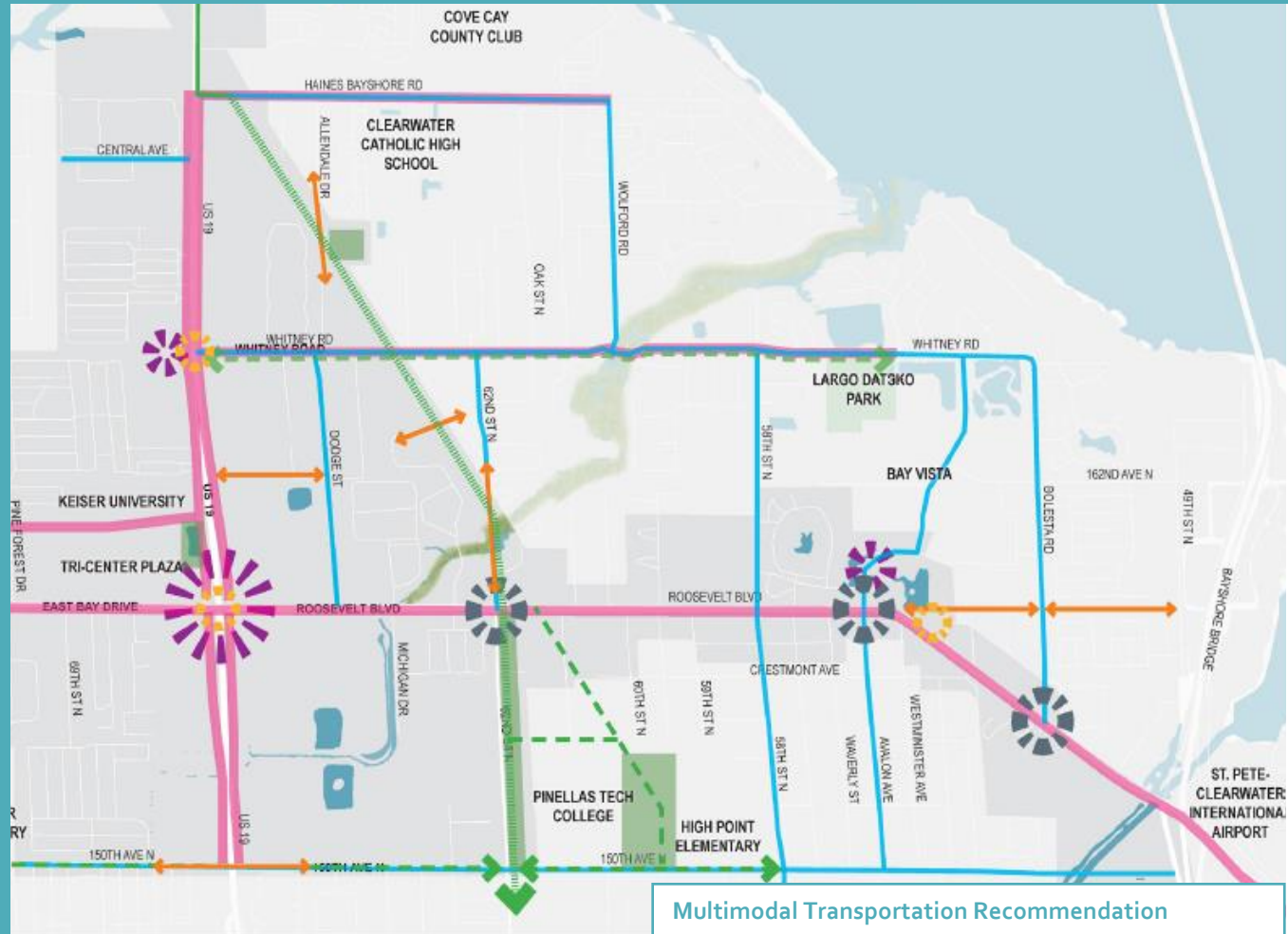
July 2022



FROM



IN COOPERATION WITH



Multimodal Transportation Recommendation  
Source: Largo Tri-City Special Area Plan, Kimley-Horn

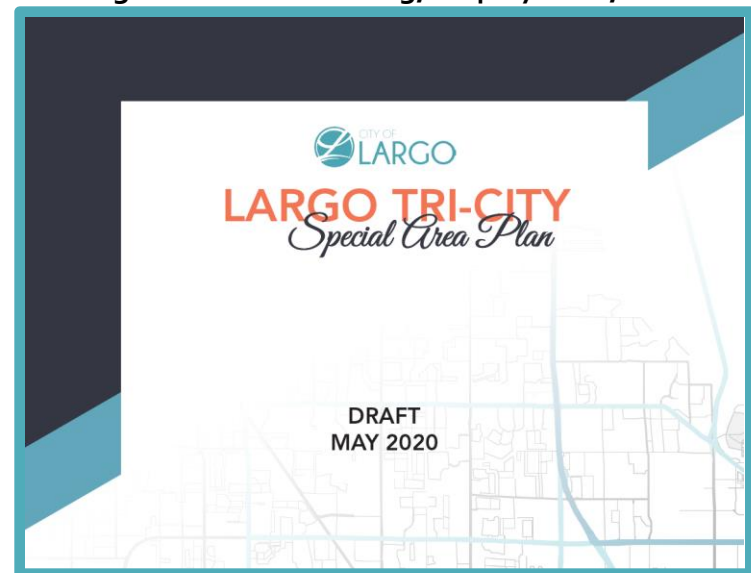


Whitney Road is a key link connecting nodes in the Gateway planning area. The **Whitney Road Complete Streets** project will be a **catalyst for transformative change** as a near-term implementation project of larger, long-range coordinated land use and transportation planning efforts. The **Whitney Road complete streets concept was featured in the Largo Tri-City Special Area Plan (SAP)** adopted by the Largo City Council in May 2020. The Tri-City SAP establishes an **Activity Center**, builds on previous and concurrent efforts, and is the foundation for implementation of projects and strategies to **encourage mixed-use development and transportation improvements** in the US 19 and East Bay Drive/Roosevelt Boulevard area. Multimodal improvement concepts for Whitney Road are also featured in the **Gateway Masterplan**, a collaborative effort led by Forward Pinellas with Pinellas County, the City of St. Petersburg, the City of Largo, the City of Pinellas

Park, the Florida Department of Transportation (FDOT) and the Pinellas Suncoast Transit Authority (PSTA). The guiding principles of the Gateway Masterplan and the SAP align with the purpose of **better connecting residents to housing, employment, and community amenities and services while encouraging sustainable development.**

The primary objective of this Concept Planning effort is to continue **public dialogue and conduct the technical analysis** needed to select a **preferred alternative** for multimodal infrastructure on Whitney Road to advance to **design and implementation.**

The multimodal access the Whitney Road corridor will provide in the future, along with **existing complementary land use planning**, will drive the success of this project as an **agent of transformation.** The project's western terminus is US 19, a **primary transit corridor in the Countywide Transit Oriented Land Use Map.** The project intersects the future Duke Energy Trail and 58<sup>th</sup> Street North, which is identified as a **secondary**



**transit corridor on the Transit Oriented Land Use Map.** The existing underpass at Whitney Road under US 19 just west of the project area contributes to the significance of Whitney Road as a multimodal corridor, as pedestrians, cyclists and transit users in the vicinity must travel approximately 1 mile to the north to Belleair Road or approximately 0.5 mile to the south to Roosevelt Boulevard to access another crossing of US 19. To complete the transportation network and achieve the shared vision for the future, multimodal infrastructure improvements are needed to better support pedestrians, cyclists, and transit users accessing existing and future origins and destinations on both sides of US 19 within the Gateway Master Plan area.

## Existing Conditions: Whitney Road from US 19 to Bolesta Road



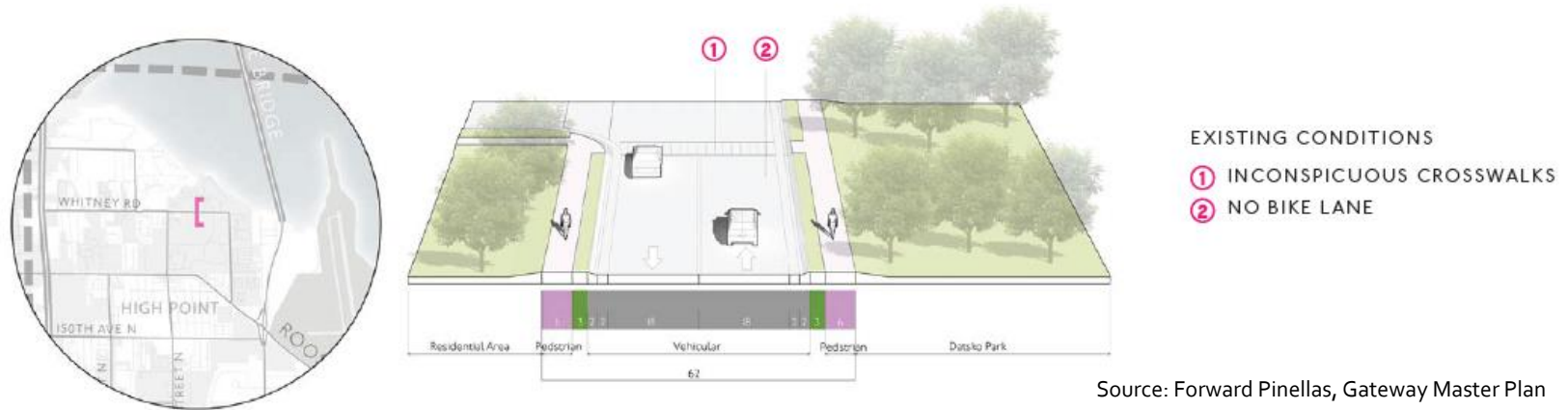
Whitney Road (CR 118) is a Pinellas County-maintained, east-west roadway located in the eastern mid-County in the City of Largo and the unincorporated communities of Whitney Lakes, Greenbrook Estates, and Longbrook. Whitney Road is classified as collector between the US 19 frontage road and 58<sup>th</sup> Street North, and a local major street east of 58<sup>th</sup> Street North to its terminus at Bolesta Road. It is a two-way, two-lane undivided facility through its extent, with a posted speed limit of 30 miles per hour (mph), discontinuous sidewalk coverage on both sides, and no dedicated bicycle facilities.

From its intersection with the US 19 frontage road, Whitney Road runs east on a tangent approximately 0.67 miles to Arbor Drive. It continues north on a reverse curve intersecting Wolford Road, south to intersect a private driveway and 166<sup>th</sup> Avenue, then north again to a tangent section that intersects 58<sup>th</sup> Street North. There is a gentle southerly curve east of the intersection with 58<sup>th</sup> Street North to a point of tangent approximately 550 feet to the east, where it continues on a tangent to its eastern terminus with Bolesta Road. The extent of the project area is approximately 1.5 miles.

The north-south crosswalk at the intersection of the US 19 frontage road and Whitney Road is approximately 110 feet long. The intersection configuration consists of a westbound dedicated right-turn lane, two westbound through lanes, a painted median strip, an eastbound through lane, and an eastbound merging lane for right turns from the US 19 frontage road. At the point of intersection with the US 19 frontage road, the Pinellas County right-of-way (ROW) width is 100 feet. The ROW narrows east of the

intersection to 73 feet as it transitions to a two-lane, two-way undivided rural section with 9-foot travel lanes. ROW widths vary throughout the extent of the road, with the narrowest section being 66 feet wide.

Although there are no existing bicycle facilities on Whitney Road, the project intersects the future Duke Energy Trail. Creating a supporting bicycle infrastructure network in the area is key to advancing the goals of the SAP and the Gateway Master Plan.



Source: Forward Pinellas, Gateway Master Plan

There is an existing 5-foot sidewalk at the back of curb on the north side of Whitney Road and US 19 for approximately 300 feet, where the sidewalk transitions to the right-of-way line with an approximately 10-foot-wide grass shoulder between the sidewalk and the travel lanes. There is no sidewalk on the south side at US 19 to Whitney Drive, where there is an existing open drainage ditch. An approximately 150-foot sidewalk segment is located on the south side of the road from Whitney Drive to a crosswalk and Rectangular Rapid Flashing Beacon (RRFB) just west of the Duke Energy right-of-way. This existing sidewalk segment incorporates a pedestrian pipe guiderail to shield the drop-off to the drainage ditch.

The two-lane rural section continues to the east to approximately 100 feet west of the intersection at Cobblestone Way, where the section includes a westbound merging lane from Cobblestone Way onto Whitney Road and dedicated right turn lane on Whitney Road to Cobblestone Way. East of the intersection at Sapphire Lane, the section incorporates a curb on the north side and the sidewalk is located at the back of curb to Oak Street North. East of Oak Street North through the reverse curve there are no sidewalks present on the north side of Whitney Road for a distance of approximately 0.3 miles to a point of tangent just west of the intersection with Hidden Springs Place.

There is a small existing sidewalk segment on the south side along the two fronting parcels of the Long Branch community that appears to be located on private property and does not incorporate railing for drop-off shielding to the ditch. The pedestrian environment through the reverse curve is extremely hostile, with no sidewalks, obstructed grass shoulders on the north side west of Wolford Road, guardrails and utilities infrastructure throughout, and very little physical space to maneuver through the curve east of Wolford Road. Yet, as shown in the photo below, the tell-tale “desire” or “goat” path on the south side indicates that pedestrians are present.



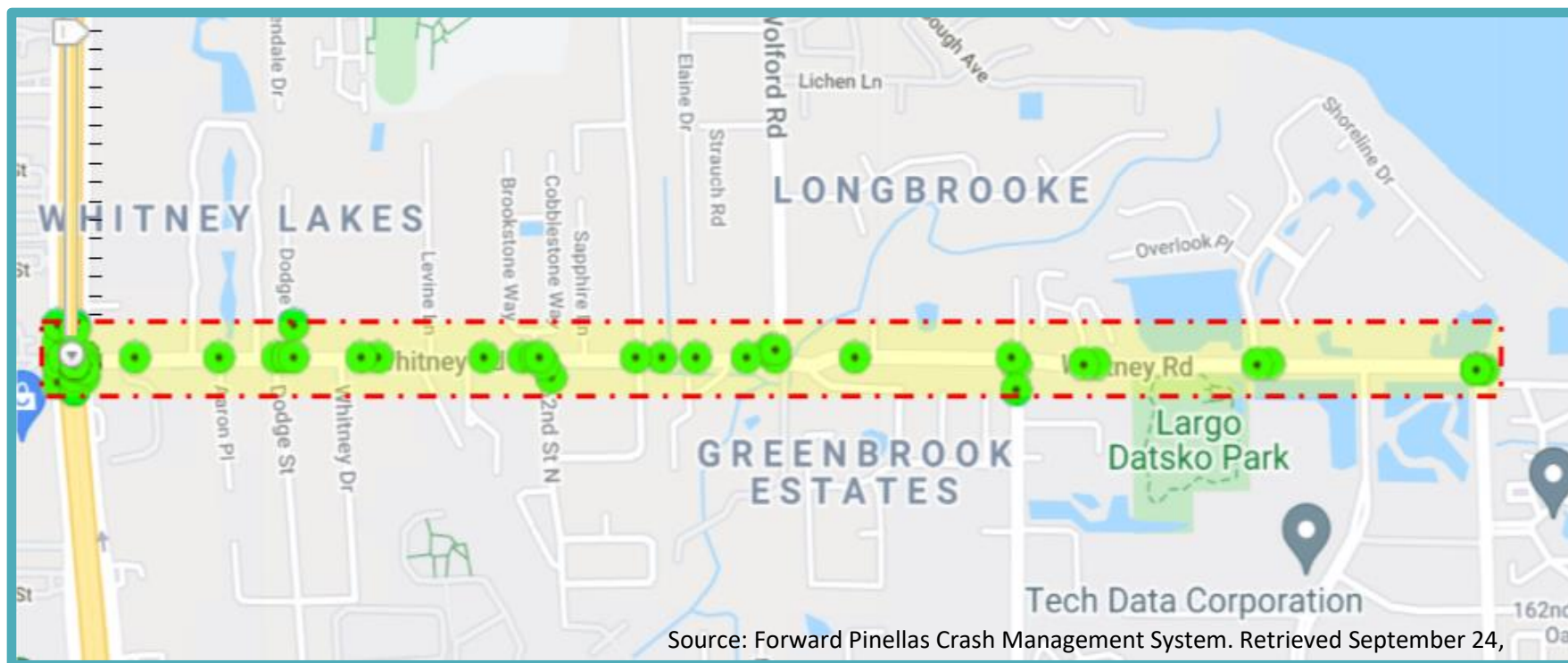
East of the reverse curve, Whitney Road continues as a rural section with two 12-foot travel lanes, paved shoulders approximately 2 feet in width, and continuous 5-foot sidewalks on the north side to its terminus at Bolesta Road. There is also an existing 5-foot sidewalk segment on the south side of the roadway from east of Plantation Boulevard to Bay Vista Drive.



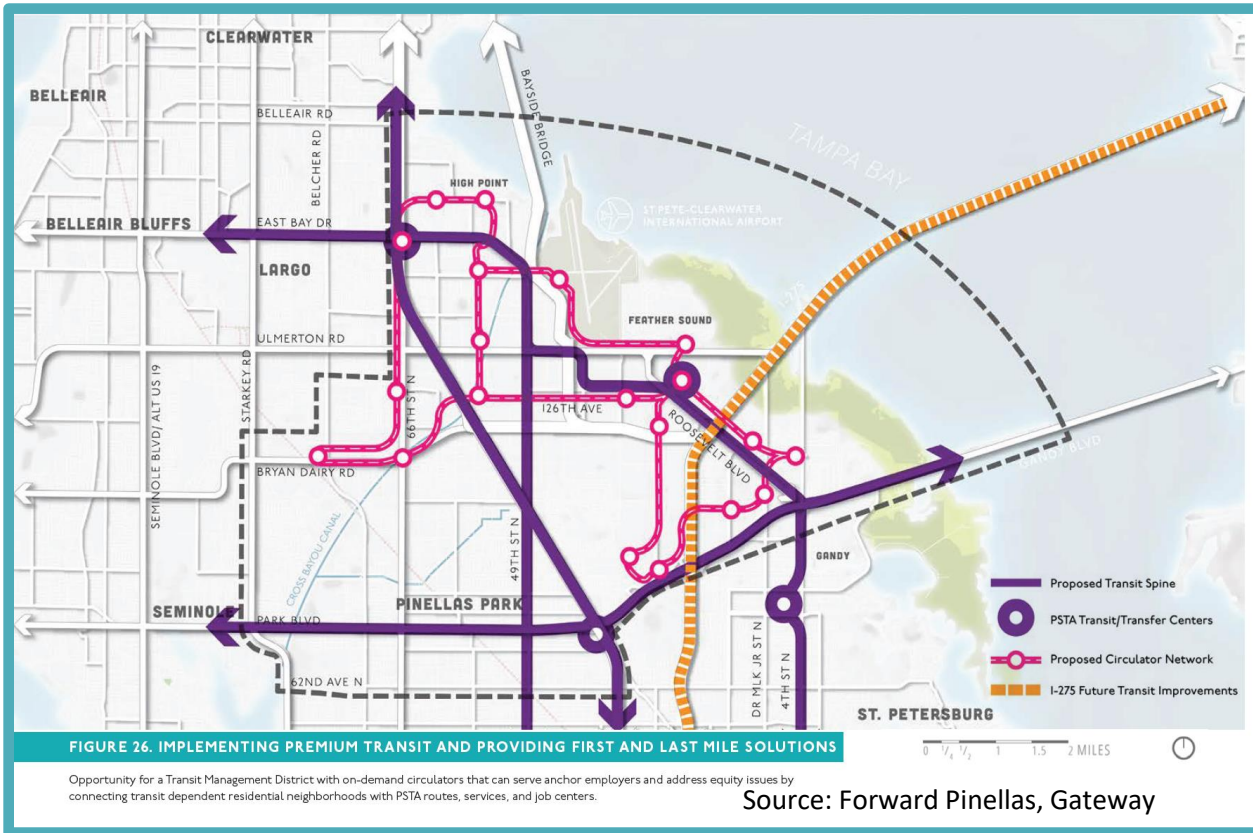
## Safety Concerns

Between 2016 and 2020 (the last 5 complete years of data) 41 crashes were reported to have occurred on Whitney Road, primarily at intersections, and 2 crashes involved bicycles. Rear-end collisions were the most common crash type (39%) followed by hitting a fixed object (20%) and left-turn (12%). Another 92 crashes occurred adjacent to the project area, either at Whitney Road and the US 19 frontage roads or on the US 19 mainline overpass.

The predominance of rear-end crashes indicates that speeding may be a concern on Whitney Road, as these types of crashes occur most frequently when the leading car stops or slows and the following car fails to brake in time to avoid a collision. The lack of continuous pedestrian and bicycle facilities are also a safety concern.



# Transit Service

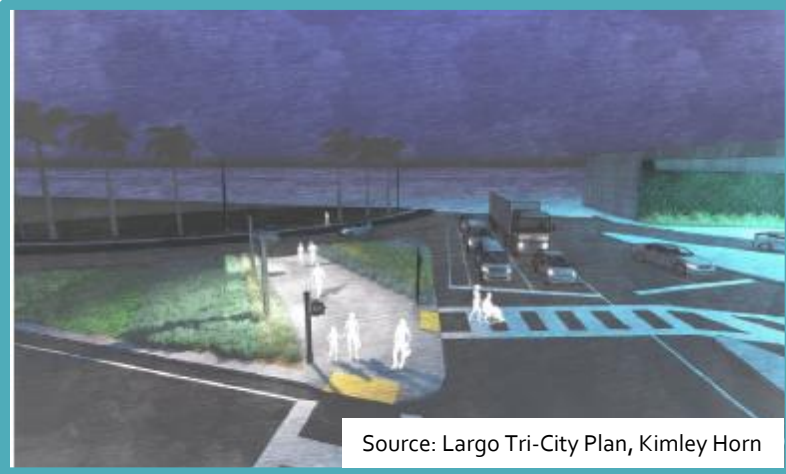


There is an existing stop at the western terminus of the project area that is served by Route 19, with weekday headways between 25 and 35-minutes, 45-minute headways on Saturdays and hour headways on Sundays and holidays.

While Whitney Road currently does not have transit service, historically Route 79 traversed the corridor. In addition, the conceptual transit circulator in the Gateway Master Plan includes routing on Whitney Road.



## Lighting



Source: Largo Tri-City Plan, Kimley Horn

The project will consider street lighting, particularly how it relates to pedestrian and bicycle infrastructure and placemaking. The City of Largo has successfully invested in lighting and placemaking improvements in key areas to support transportation improvements and redevelopment.



Largo Plaza, Source: Tampa Bay Times



Lighting and Placemaking improvements in Largo, Source: Google Maps

## Cost Estimate

The project budget is \$65,000. Any additional tasks that are identified as needed beyond the project budget may be added and identified as supplemental costs.

## ALTERNATIVES ANALYSIS AND OUTREACH

### Task 1: Management and Coordination

The County and the City of Largo will convene a project development team. A kick-off meeting will be held to discuss project expectations and objectives including reporting, schedule, data needs, public and stakeholder participation and other relevant project information.

Periodic progress meetings will be held throughout the project development process.

### Task 2: Existing Conditions

Existing conditions will be reviewed, summarized and mapped.

- a. Existing surveys
- b. Roadway and sidewalk pavement conditions
- c. Driveways/curb cuts
- d. Street lighting locations and conditions
- e. Crosswalks, ramps and ADA assessment

- f. Locations of stormwater infrastructure and utilities
- g. Safety audit
- h. Land use context (existing and future)

Deliverables:

- Study Area base map
- Summary of existing conditions

### Task 3: Stakeholder and Public Outreach

Task 3 is concurrent with Tasks 4, 5 and 6.

Staff will identify stakeholders, develop content for a project page, advertise the project and public outreach opportunities through mailouts, social media, press releases and other appropriate methods.

Staff will contact stakeholders and adjacent property owners/occupants for one-on one-discussion as needed.

Anticipate two (2) online and alternative in-person events to receive feedback from members of the public and stakeholders. The outreach could include interviews, workshops, or open houses. A summary of discussion and decisions will be developed.

Information gathered from the existing conditions and through public and stakeholder meetings will be used to develop and evaluate project alternatives.

---

Deliverables:

- Summary of public involvement process and outcomes

#### **Task 4: Concepts and Recommendations**

Up to three (3) build alternatives will be developed and evaluated. A draft report will be developed that includes:

- Project Summary
  - Project Description
  - Purpose and Need
- Existing Conditions
  - Land use
  - Typical Section and Right of Way
  - Pavement Conditions
  - Drainage
  - Traffic
  - Crash Data and Safety Analysis
  - Utilities
  - Lighting
  - Soils and Geotechnical Data
- Design Criteria
- Alternatives Analysis

Up to three build alternatives will be presented to stakeholders and the public for input.

Deliverables:

- Draft report

#### **Task 5: Selection and Refinement of Preferred Alternative**

The preferred alternative will be determined utilizing a multi-criteria decision analysis and stakeholder and public input.

Following preferred alternative selection, the team will conduct additional environmental, drainage, stormwater management, utilities, and geotechnical investigations for the preferred alternative to a conceptual level.

#### **Task 6: Final Report and Plan for Implementation**

A final report will be developed to document the planning process for the preferred alternative. In addition to the items in the draft report, the final report will include:

- Public Involvement
- Preferred Alternative
- Implementation and next steps
- Order of magnitude costs
- Implementation funding options

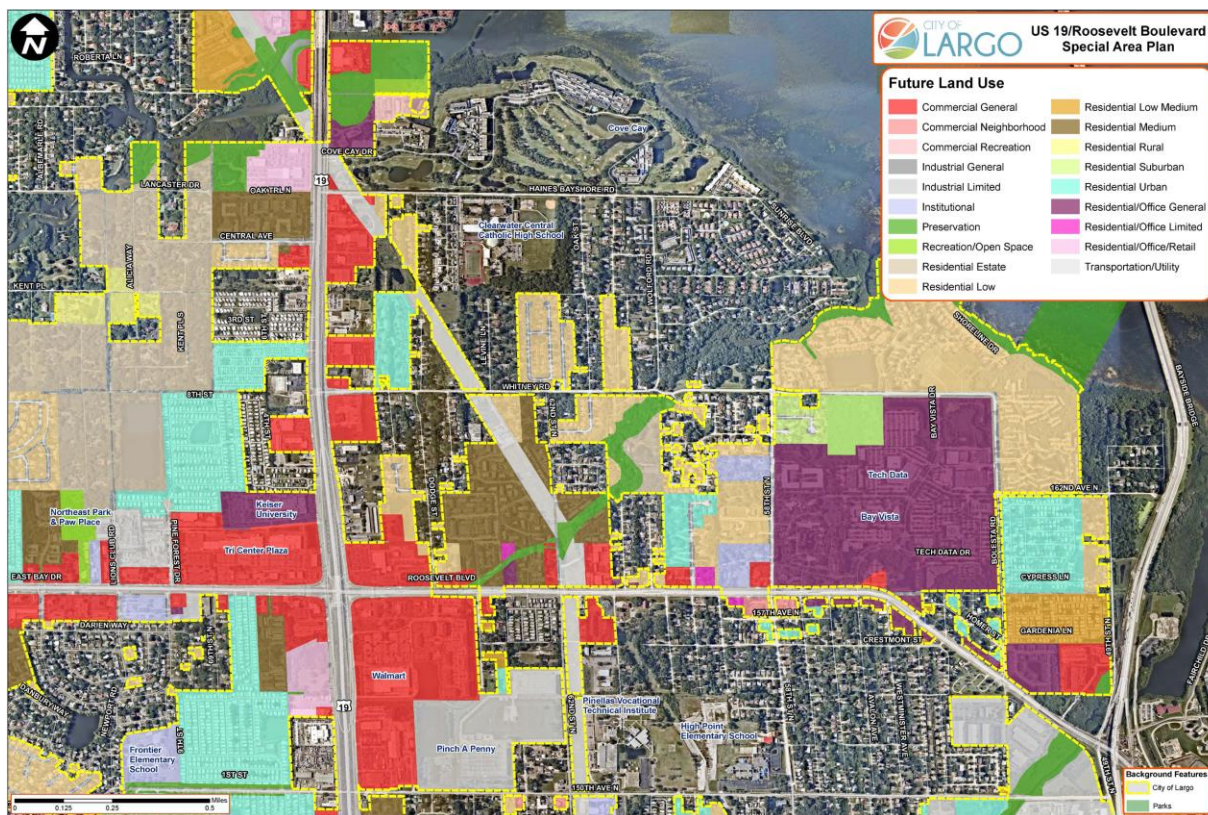
Deliverables

- Final Report
- Presentation of the Findings of the Final Report to the Forward Pinellas Board and/or advisory committees, Pinellas County Board of County Commissioners, Largo City Council.

## Multiple Travel Modes Served

Concepts for this project envision continuous pedestrian and bicycle infrastructure for the full extent of Whitney Road (approximately 1.5 miles). By providing continuous infrastructure, the project will create a safer environment for pedestrians, cyclists, and transit users relying on these modes to reach destinations or transit services. As envisioned in the Gateway Master Plan, a future circulator transit service could utilize Whitney Road to service major trip generators in the area. Separating pedestrian and bicycle traffic from the travel lanes will create a better environment for drivers and transit providers.

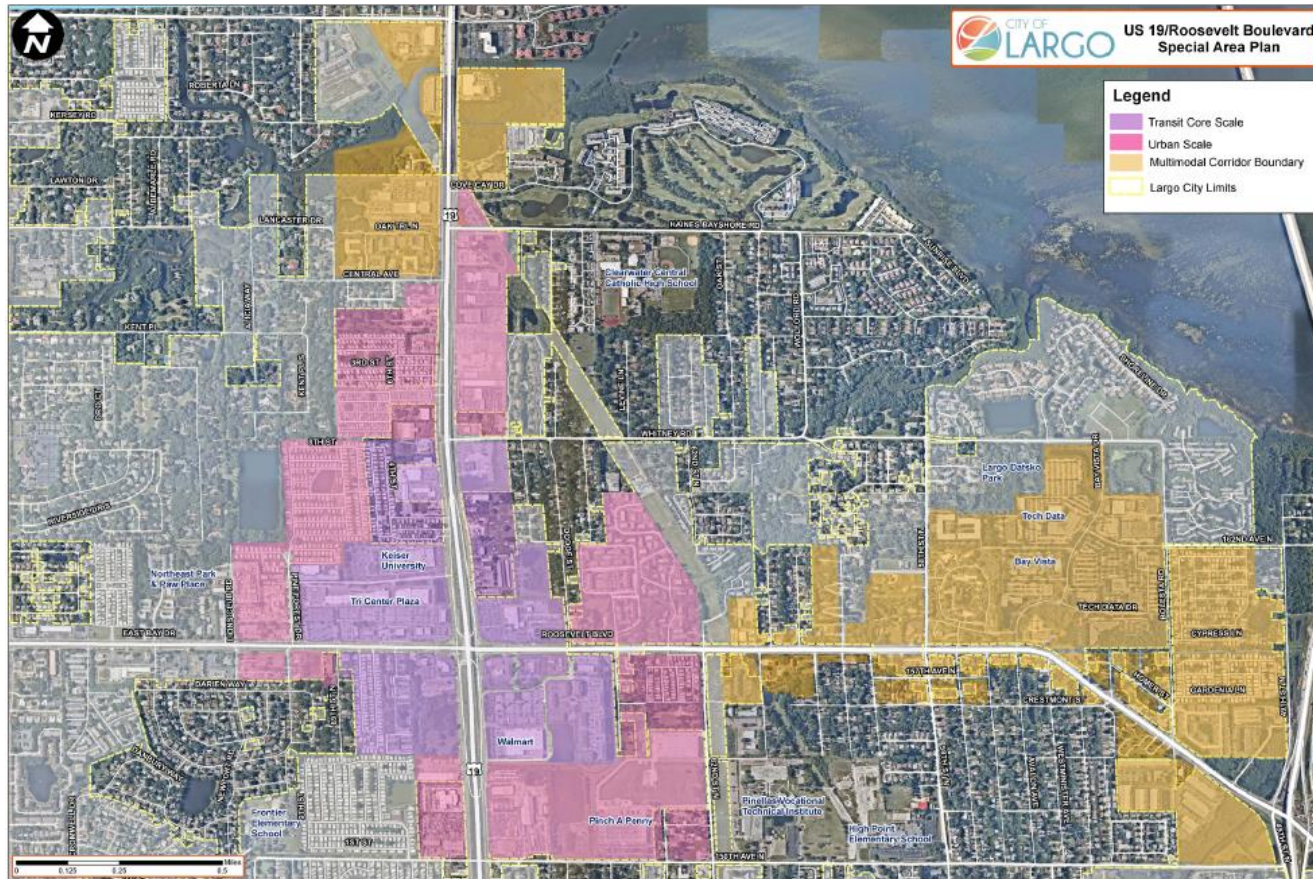
## Local Planning Requirements Supportive of Multimodal Transportation Improvements



The Tri-City SAP recommendations include land development standards to encourage compact, mixed-use, transit-oriented, and walkable development. The SAP recommendations are applied as proposed, new, or amended developments are reviewed. The intent is to update the City of Largo's Community Development Code (CDC) as overlays or other code changes.

The Tri-City SAP provides detailed standards consistent with the Urban Design Principles within the Forward Pinellas Countywide Plan Strategies. The recommendations do not exceed density or intensity standards and address:

density/intensity, connectivity, site orientation, public realm enhancements, ground floor design and use, and transition to neighborhoods.

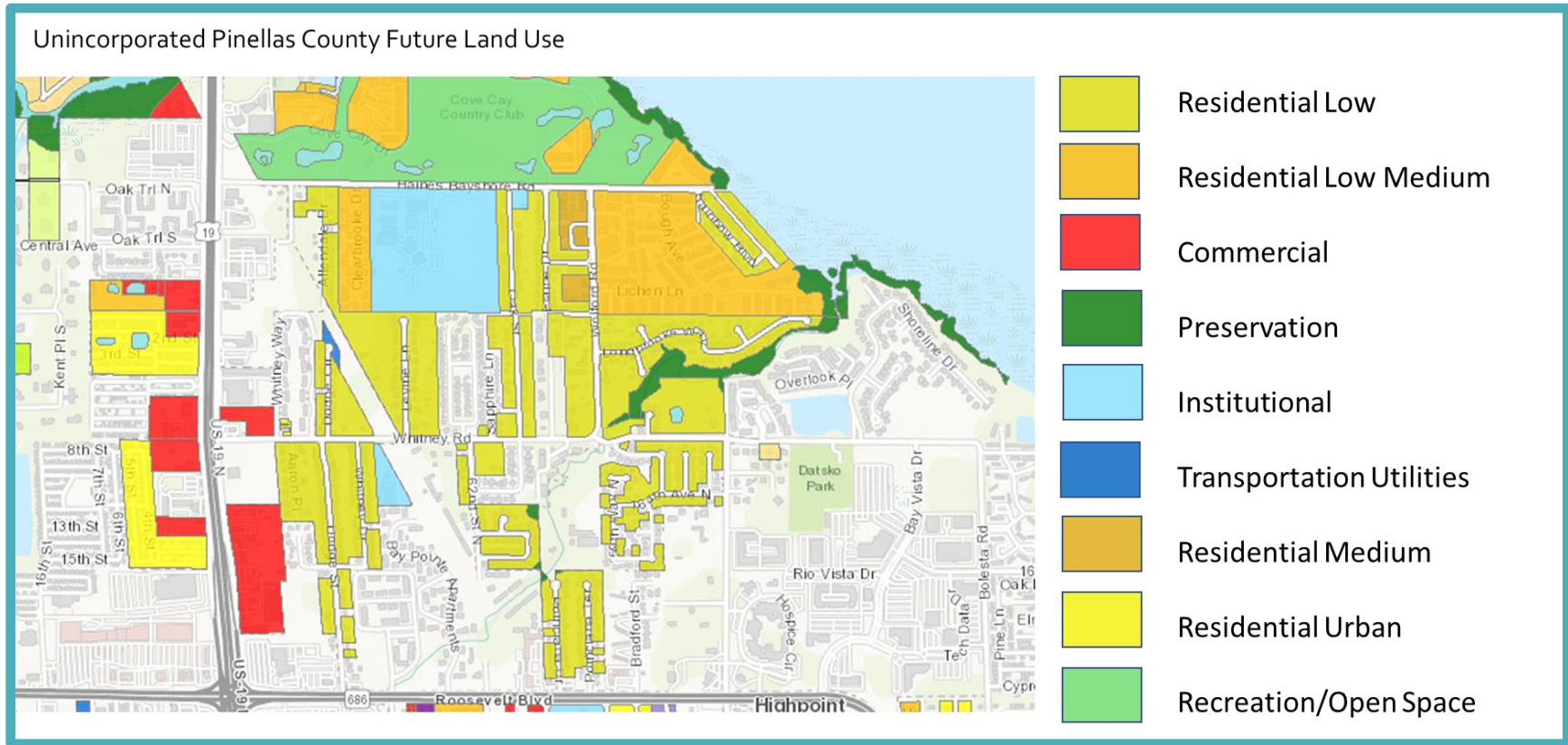


Source: Kimley-Horn

The project area includes areas in the Tri-City SAP designated as “Transit Core Scale” and “Urban Core Scale” within the Activity Center that are consistent with the Countywide Plan Strategies for Activity Centers. The project area also includes a portion of land adjacent to Whitney Road as a “Multimodal Corridor” consistent with the Countywide Plan Strategies.



A currently unincorporated parcel fronting US 19 is designated as Urban Core Scale in the Tri-City SAP. Additional unincorporated parcels in the project corridor are primarily designated as Residential Low, with a few parcels designated as Residential Low Medium, Institutional, Transportation/Utilities, and Preservation. The majority of existing land uses in the unincorporated area are relatively stable, with a few parcels potentially underdeveloped. As the corridor develops into a multimodal corridor, Pinellas County will reconsider future land uses and development standards.



---

## Project Schedule/Anticipated Timeline

Identify a project schedule for completion in no later than second quarter of 2023.

## Percentage of Vacant Parcels

Approximately 7% of the parcels within an ¼ mile buffer from the centerline of the roadway are vacant.

## Percentage of Existing Land Use Categories

Existing Land Use within an ¼ mile buffer from the centerline of the roadway.


<u>ELU Category</u>	<u>Total Acreage</u>	<u>Percentage</u>
Vacant	41.738	6.9
Single Family	173.235	28.6
Mobile Home	63.786	10.5
Multi-family	68.412	11.3
Condominium	0	0
Multi-family (less than 10 units)	5.812	1.1
Residential common area	0	0
Vacant commercial	28.847	4.8
Store, one story	3.259	0.5
Office Building, one story	6.487	1.1

<b><u>ELU Category</u></b>	<b><u>Total Acreage</u></b>	<b><u>Percentage</u></b>
Office Building, multi-story	38.814	6.4
Auto sales, repair	19.904	3.3
Night club, lounge, bar	2.064	0.3
Hotel, motel	2.144	0.3
Warehousing	9.074	1.5
Improved agriculture	16.007	2.6
Church	39.776	6.6
Private school, college	1.171	0.2
Homes for the aged	5.677	0.9
Orphanages, charitable services	6.221	1.0
County land	7.235	1.2
Utility, gas, electric owned	22.681	3.8
Right-of-way, streets	9.255	1.5
Rivers, lakes, submerged land	8.232	1.4
Marsh, swamps	16.945	2.8
<u>Acreage not zoned agricultural</u>	<u>8.380</u>	<u>1.4</u>
<b>TOTAL ACREAGE</b>	<b>606.131</b>	<b>100%</b>

Date ran: 9/24/2021

## Land Development Benefits of Complete Streets

**CATALYST SITE:**  
Activity Center Northeast Quadrant



The Activity Center Northeast Quadrant site is located in the northeast corner of the US 19 and Roosevelt Boulevard intersection. The site will include:


- Multi-Family Housing
- Mixed Use Buildings with Retail, Residential, and Office
- Greenspace, Trails, and Natural Resource Protection
- Shared Parking

Source: Kimley-Horn

Multimodal improvements to Whitney Road would establish an important east-west link between two large potential redevelopment nodes, currently vacant and underutilized parcels at US 19 and the Bay Vista Office park, in addition to several smaller potential redevelopment sites along the corridor.

The Largo Tri-City SAP proposed the southwest quadrant of the Whitney Road/US 19 intersection as a potential catalyst redevelopment site. The Activity Center site would include:

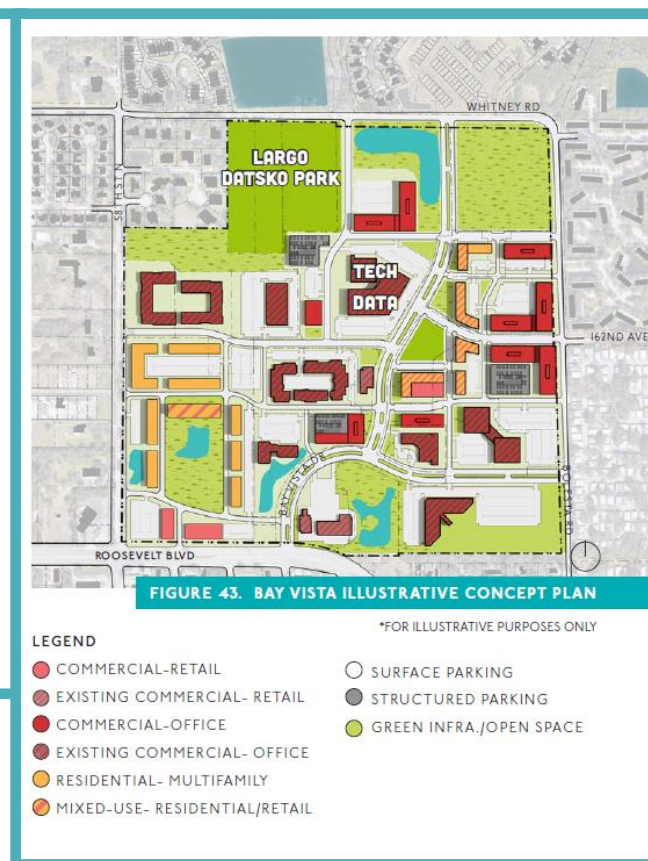
- Multi-Family Housing
- Mixed Use Buildings with Retail, Residential, and Office
- Greenspace, Trails, and Natural Resource Protection
- Shared Parking



**KEY**

Land Use, Density and Intensity	
A	Public Plaza FAR Bonus Incentive
B	Transit Hub
C	Retail
D	Mixed-Use (Retail/Office)
E	Mixed-Use (Retail/Residential)
F	Low-Rise Multi-Family
G	Mid-Rise Multi-Family
H	Office
Building Form and Placement	
I	Building Fronting the Sidewalk Edge
J	Setback to Encourage Wider Sidewalks and Outdoor Seating
K	Active Ground Floor Uses
Public Realm and Connectivity	
L	Natural Resource Protection
M	Public Trail for Recreation and Pedestrian Connections
N	Enhanced Landscaping
	Parking
O	Concealed, Shared Parking Garage
P	Concealed Parking Behind Buildings

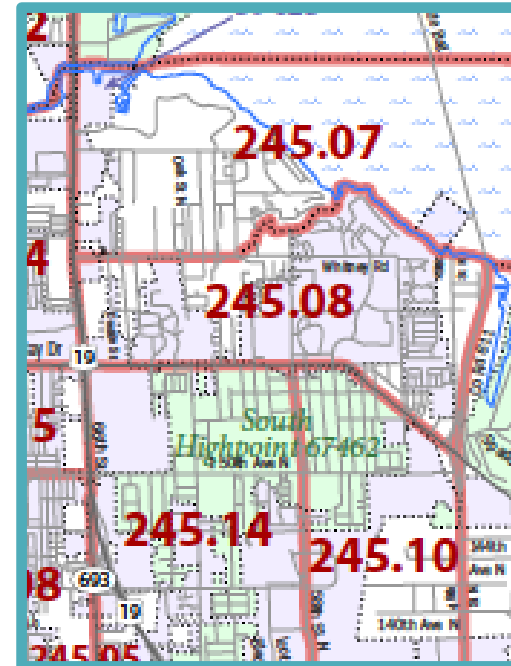
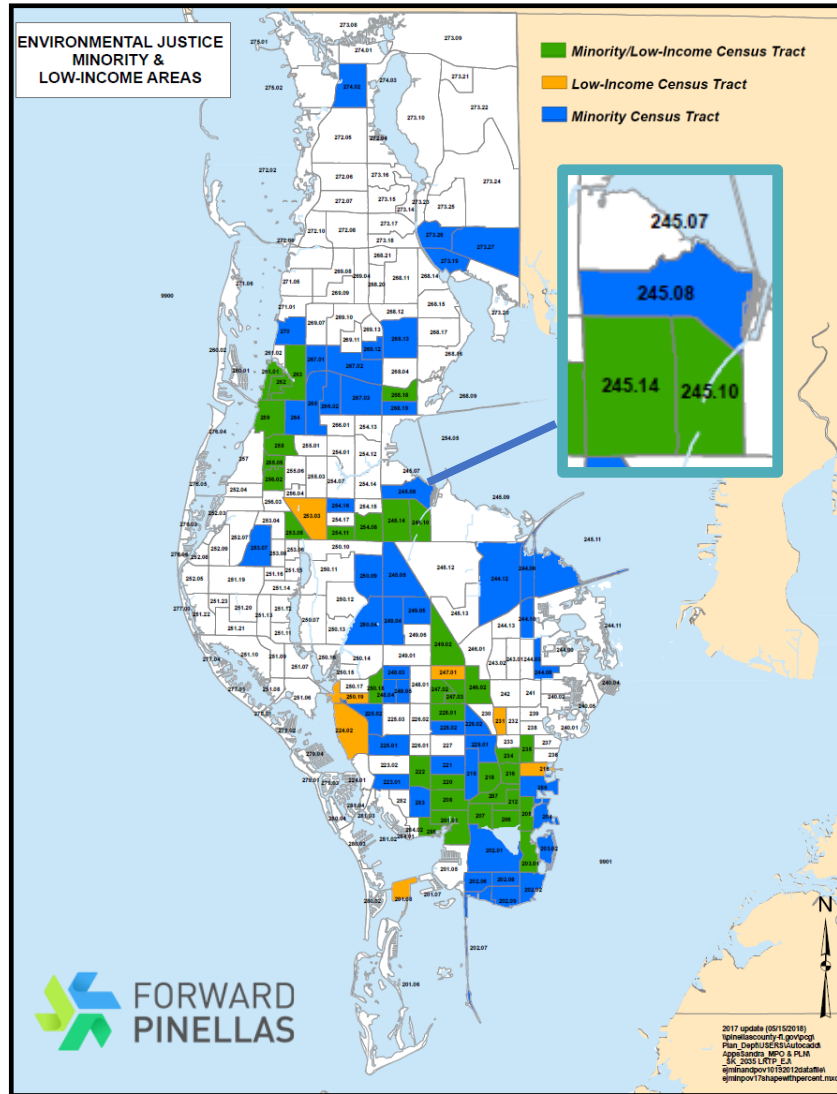
Source: Kimley-Horn



Gateway Master Plan proposed the Bay Vista office park as a potential redevelopment area. Bay Vista is one of Pinellas County’s major job and tech centers. This office park sits near major regional roads, with direct access to multiple surrounding residential neighborhoods. The Gateway Master Plan identified Bay Vista as an opportune location for intensification- with mixed uses and community serving spaces to create a walkable mixed-use employment district. Quality redevelopment would stimulate job growth by attracting new employers and residents.

The conceptual illustrations of the Bay Vista site from the Gateway Master Plan show how a mixed-use community hub could be developed. With the strategic changes in land use and urban design outlined in the Largo Tri-City SAP, this area could transform into an active town center with a strong sense of place and magnet for new business and needed housing stock. Development of Bay Vista will rely on strategic infrastructure improvements, including multimodal transportation, stormwater management, connectivity, open space and parking.

# Environmental Justice



Whitney Road is in Census Tract 245.08, which is designated as a Minority Census Tract Environmental Justice area by Forward Pinellas.

---

## Transportation Disadvantaged

The roadway configuration does not provide adequate facilities for modes other than cars and poses challenges to pedestrians and persons utilizing mobility devices in many areas. Transportation Disadvantaged citizens will benefit from the project in multiple ways, primarily with the provision of continuous facilities in compliance with American with Disabilities Act requirements and current standards. Connected bicycle infrastructure will make riding more appealing and comfortable for riders of all ages and abilities. Proposed bicycle and pedestrian improvements also benefit transit riders, as transit riders typically rely on these modes to access transit stops.

## Exhibit B. Title VI/Non-Discrimination Policy Statement

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for consultants, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.



- (5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Consultant under the agreement until the Consultant complies, and/or
  - b. cancellation, termination or suspension of the agreement, in whole or in part.
- (6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Consultant becomes involved in, or is threatened with, litigation with a consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit C. Lobbying

**49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$35,000*)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ (signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**October 12, 2022**

**5E. Approval of the Transportation Disadvantaged Service Plan (TDSP) Update**



**SUMMARY**

The Transportation Disadvantaged (TD) Program is a statewide mechanism through the Commission for the Transportation Disadvantaged that provides funding for transportation services to those who are transportation disadvantaged because of age, income, disabilities or are otherwise unable to transport themselves. Each county has a Community Transportation Coordinator that operates the TD Program, a Local Coordinating Board that monitors the Community Transportation Coordinator and guides the Program, and a designated planning agency that assists with planning, monitoring, and reporting requirements related to funding. The specific details of the TD Program in each county are guided by a five-year service plan, the Transportation Disadvantaged Service Plan (TDSP).

The Pinellas Suncoast Transit Authority (PSTA) is the Community Transportation Coordinator for Pinellas County and was recently re-designated as such, based on a recommendation by Forward Pinellas, the planning agency for the TD Program. This prompted the development of a new TDSP. The Commission for the Transportation Disadvantaged requires certain elements to be included in the new TDSP, including a development plan with service area information, TD population projections, and goals/objectives/strategies; a service plan; and quality assurance information. The Local Coordinating Board reviewed the TDSP over the past year and approved the new TDSP at its September meeting.

The new TDSP is available at: [Transportation Disadvantaged Service Plan \(TDSP\) \(forwardpinellas.org\)](https://forwardpinellas.org).

**ATTACHMENT(S):** [2022-2027 TDSP](#)

**ACTION:** Board, in its role as the metropolitan planning organization, to approve the Transportation Disadvantaged Service Plan.

**STAFF RECOMMENDATION:** Staff recommends the board approve the Transportation Disadvantaged Service Plan.

**October 12, 2022**

**5F. Approval of UPWP Amendment**



---

**SUMMARY**

The Unified Planning Work Program (UPWP) is a planning and budget document that includes all federal and state transportation planning funding and associated activities.

The Pinellas Suncoast Transit Authority (PSTA) was awarded a \$360,000 federal grant under the Areas of Persistent Poverty program for the south St. Petersburg Community Redevelopment Area. This grant will be used to conduct a multimodal transportation analysis and develop a series of mobility improvements for the study area, including connections to the SunRunner Bus Rapid Transit line. The mobility study will include a public involvement campaign, a vision plan, an implementation plan that prioritizes projects by mode and community need, and a design/engineering plan to start the first phase of project implementation. The FTA grant funds are matched by \$40,000 from PSTA, FDOT and the City of St. Petersburg.

For PSTA to access this funding, the allocations must be shown in the UPWP. This amendment is to add \$400,000 to the UPWP to reflect the funding being received by PSTA, along with the local match provided, for the Areas of Persistent Poverty grant for the south St. Petersburg area.

**ATTACHMENT(S):**

- Proposed UPWP amended text tables
- Proposed UPWP amended budget tables
- UPWP agency participation table

**ACTION:** Board, in its role as the metropolitan planning organization, to approve the amendment to the FY24 UPWP.

**STAFF RECOMMENDATION:** Staff recommends that the board approve the amendment to the FY24 UPWP.



	<p>programs, agency coordination and stakeholder engagement</p>	<p>Alternatives Analysis Reports and Recommendation</p> <p>Alt 19 Corridor Transition Plan</p> <p>NEPA Analysis Reports</p> <p>Conceptual Design Plans</p> <p>System analysis and visioning</p> <p>Capital facility planning</p> <p>Innovative solutions (e.g. first/last mile, Mobility on Demand, ACES, micromobility)</p> <p>Transit Development Plan Progress Reports</p> <p>Feasibility Studies</p> <p>Waterborne transportation systems planning</p> <p><u>Areas of Persistent Poverty Planning Study</u></p>	<p>Ongoing through FY 24</p> <p>Ongoing through FY 24</p> <p>Ongoing through FY 24</p> <p>Ongoing through FY 24</p> <p>Ongoing through FY24</p> <p>Ongoing through FY 24</p> <p>Ongoing through FY 24</p> <p>September 2022&amp;2023</p> <p>Ongoing through FY 24</p> <p>Ongoing through FY 24</p> <p><u>Ongoing through FY 24</u></p>
--	---	---	--

Contract	Funding Source	Source Level			FY 2023 Funding Source				FY 2024 Funding Source				
			2023	2024	Soft Match	Federal	State	Local	Soft Match	Federal	State	Local	
TD-TBD	CTD	State	\$ 40,568	\$ 40,568	\$ -	\$ -	\$ 40,568.00	\$ -	\$ -	\$ -	\$ -	\$ 40,568.00	\$ -
		<b>CTD TD-TBD TOTAL</b>	<b>\$ 40,568</b>	<b>\$ 40,568</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,568</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,568</b>	<b>\$ -</b>
G2775	FHWA	PL	\$ 2,228,047	\$ 1,906,538	\$ 491,404.97	\$ 2,228,047.00	\$ -	\$ -	\$ 420,494.83	\$ 1,906,538.00	\$ -	\$ -	
		SU	\$ 600,000	\$ 600,000	\$ 132,332.48	\$ 600,000.00	\$ -	\$ -	\$ 132,332.48	\$ 600,000.00	\$ -	\$ -	
		<b>FHWA G2775 TOTAL</b>	<b>\$ 2,828,047</b>	<b>\$ 2,506,538</b>	<b>\$ 623,737</b>	<b>\$ 2,828,047</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 552,827</b>	<b>\$ 2,506,538</b>	<b>\$ -</b>	<b>\$ -</b>	
PSTA	FTA	Federal	\$ 360,000	\$ -	\$ -	\$ 360,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Local	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>FTA PSTA TOTAL</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 360,000</b>	<b>\$ 40,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
5307	FTA 5307	Federal	\$ 800,000	\$ 800,000	\$ -	\$ 800,000.00	\$ -	\$ -	\$ -	\$ 800,000.00	\$ -	\$ -	
		<b>FTA 5307 5307 TOTAL</b>	<b>\$ 800,000</b>	<b>\$ 800,000</b>	<b>\$ -</b>	<b>\$ 800,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 800,000</b>	<b>\$ -</b>	<b>\$ -</b>	
G1V09	FY 21 FTA 5305(d)	Federal	\$ 200,000	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>FY 21 FTA 5305(d) G1V09 TOTAL</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
G2647	FY 22 FTA 5305(d)	Federal	\$ 422,734	\$ -	\$ -	\$ 422,734.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		<b>FY 22 FTA 5305(d) G2647 TOTAL</b>	<b>\$ 422,734</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 422,734</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
PC-TBD	Local	Local	\$ 97,471	\$ 60,198	\$ -	\$ -	\$ -	\$ 97,471.00	\$ -	\$ -	\$ -	\$ 60,198.00	
		<b>Local PC-TBD TOTAL</b>	<b>\$ 97,471</b>	<b>\$ 60,198</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 97,471</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 60,198</b>	
	Local	Transfer from Partner MPOs	\$ 50,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 25,000.00	
		<b>Local TOTAL</b>	<b>\$ 50,000</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,000</b>	
<b>TOTAL</b>			<b>\$ 5,024,448</b>	<b>\$ 3,432,304</b>	<b>\$ 623,737</b>	<b>\$ 4,796,409</b>	<b>\$ 80,568</b>	<b>\$ 147,471</b>	<b>\$ 552,827</b>	<b>\$ 3,306,538</b>	<b>\$ 40,568</b>	<b>\$ 85,198</b>	



**Agency Participation**

	CTD TD-TBD		FHWA G2775		FTA PSTA		FTA 5307 5307		FY 21 FTA 5305(d) G1V09		FY 22 FTA 5305(d) G2647		Local PC-TBD		TOD TOD-PSTA	
Funding Source Contract	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024
Fiscal Year	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024
Total Budget	\$ 40,568	\$ 40,568	\$ 2,828,047	\$ 2,506,538	\$ 400,000	\$ -	\$ 800,000	\$ 800,000	\$ 200,000	\$ -	\$ 422,734	\$ -	\$ 97,471	\$ 60,198	\$ 185,628	\$ -
<b>Task 1.1 Program Development and General Administration</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 235,500	\$ 265,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 45,000	\$ 32,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Expenses	\$ -	\$ -	\$ 358,500	\$ 394,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment & Furnishings	\$ -	\$ -	\$ 30,000	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 675,000	\$ 721,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 2.1 Public Participation</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 100,500	\$ 123,909	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 18,000	\$ -	\$ 4,600	\$ 1,000	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 42,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 143,000	\$ 164,409	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 18,000	\$ -	\$ 4,600	\$ 1,000	\$ -	\$ -
<b>Task 3.1 Monitoring Activities</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 80,629	\$ 103,359	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 36,000	\$ -	\$ 11,500	\$ 7,000	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 82,000	\$ 81,159	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 250	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 162,879	\$ 184,768	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 36,000	\$ -	\$ 11,500	\$ 7,000	\$ -	\$ -
<b>Task 4.1 Systems Planning</b>																
Personnel (salary and benefits)	\$ 40,568	\$ 40,568	\$ 207,000	\$ 286,809	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ 18,216	\$ 11,916	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 445,500	\$ 205,000	\$ 400,000	\$ -	\$ 800,000	\$ 800,000	\$ -	\$ -	\$ 169,734	\$ -	\$ -	\$ -	\$ 185,628	\$ -
Travel	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 40,568	\$ 40,568	\$ 654,500	\$ 493,809	\$ 400,000	\$ -	\$ 800,000	\$ 800,000	\$ 80,000	\$ -	\$ 169,734	\$ -	\$ 18,216	\$ 11,916	\$ 185,628	\$ -
<b>Task 5.1 Transportation Improvement Program Development and Implementation</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 79,159	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 25,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 104,659	\$ 110,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 6.1 Long Range Transportation Plan Development and Implementation</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 145,000	\$ 188,230	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 27,600	\$ 15,000	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 550,000	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,500	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 698,000	\$ 566,230	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 67,500	\$ -	\$ 27,600	\$ 15,000	\$ -	\$ -
<b>Task 7.1 Regional Planning and Coordination</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 52,000	\$ 69,345	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 10,000	\$ -	\$ 7,273	\$ 2,000	\$ -	\$ -
Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 53,500	\$ 70,845	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 10,000	\$ -	\$ 7,273	\$ 2,000	\$ -	\$ -
<b>Task 8.1 Special Projects</b>																
Personnel (salary and benefits)	\$ -	\$ -	\$ 100,509	\$ 58,977	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ 28,282	\$ 23,282	\$ -	\$ -
Consultant	\$ -	\$ -	\$ 225,000	\$ 130,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,500	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 326,509	\$ 189,977	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ 121,500	\$ -	\$ 28,282	\$ 23,282	\$ -	\$ -
<b>9.1 Sun Coast Transportation Planning Alliance Shared Activities</b>																
Consultant	\$ -	\$ -	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ -	\$ -	\$ 10,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROGRAMMED</b>	<b>\$ 40,568</b>	<b>\$ 40,568</b>	<b>\$ 2,828,047</b>	<b>\$ 2,506,538</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ 800,000</b>	<b>\$ 800,000</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ 422,734</b>	<b>\$ -</b>	<b>\$ 97,471</b>	<b>\$ 60,198</b>	<b>\$ 185,628</b>	<b>\$ -</b>

**October 12, 2022**

**6A. PSTA Activities Report**



---

**SUMMARY**

This item includes a report from the board member representing the Pinellas Suncoast Transit Authority (PSTA). This report will provide an opportunity for the PSTA representative to share information concerning planning initiatives, partnerships and collaboration and other relevant matters with the board.

**ATTACHMENT(S):** None

**ACTION:** None required; informational item only.

**October 12, 2022**

**6B. TBARTA Activities Report**



---

**SUMMARY**

This item will include a report from a TBARTA representative or the Executive Director regarding regional transit planning and development activities. The report will provide an opportunity to share information concerning planning initiatives, partnerships, collaboration and other relevant matters.

**ATTACHMENT(S):** None

**ACTION:** None required; informational item only.

**October 12, 2022**

**6C. Target Employment and Industrial Land Study Update**



---

**SUMMARY**

A major focus of the Countywide Plan for Pinellas County is the retention and attraction of companies providing high-wage primary employment opportunities, known as target employers. Target employers are vital to the economic health of Pinellas County because these businesses and industries produce goods or services for statewide, national, or international markets.

Due to the lack of vacant greenfield land in Pinellas County, market forces have made the development of residential and commercial property more lucrative to the landowner/developer than industrial development, creating pressure to convert industrial parcels to other uses. At the same time, there is not enough developable target employment land to accommodate many of the target employers who wish to move into the county. This has been a challenge for Pinellas County since the 2008 Target Employment and Industrial Lands Study (TEILS) was commissioned. However, these challenges have been exacerbated by the recent passage of Senate Bill 962, which allows the governing body of a county or municipality to approve a residential development on any parcel designated for residential, commercial, or industrial use if at least 10 percent of the residential units built are designated for affordable housing.

Since January of 2022, Forward Pinellas, in partnership with Pinellas County Economic Development, Pinellas County Housing and Community Development, Renaissance Planning Group, and SB Friedman Development Advisors, has been working to update the TEILS to address many of these countywide land-use challenges. The TEILS work has since identified several key target industry clusters throughout the county that in addition to paying higher than average wages, are export-oriented and contribute substantially to the gross regional product (GRP) of Pinellas County.

In order to address the challenge of continuing to foster a healthy economy amidst competing interests for limited land, the TEILS update has begun to narrow its focus on the market demand and suitability of existing class A office space and industrial lands throughout Pinellas County and their ability to support the identified target employment clusters for many years to come.

Forward Pinellas staff will provide an overview of the work completed to date, including draft recommendations, and discuss the next steps in the study update.

**ATTACHMENT(S):** [Presentation](#)

**ACTION:** None required; informational item only.

**October 12, 2022**

**6D. Pinellas Aerial Gondola Feasibility Study**



---

**SUMMARY**

In May 2021, the Tampa Bay Area Regional Transit Authority (TBARTA), in partnership with Forward Pinellas, began the Pinellas Aerial Gondola Feasibility Study using funding allocated to TBARTA by the Florida Legislature. The first half of the study considered two corridors - one in downtown St. Petersburg, and another in Clearwater connecting downtown to Clearwater Beach. The second half of the study focused exclusively on the Clearwater to Clearwater Beach connection. The study results show that:

- gondolas are well-suited to the Tampa Bay area
- suitable alignments exist to connect Clearwater to Clearwater Beach
- the routes are technically feasible
- the project is financially viable
- the public is supportive of the project

TBARTA staff and its consultant will provide an overview of the study results. If there is support for the project from the City of Clearwater, Forward Pinellas may consider this as a future transportation priority for funding in 2023.

**ATTACHMENT(S):** [Presentation](#)

**ACTION:** None required; informational item only.

**October 12, 2022**

**6E. Establishment of Nominating Committee**



---

**SUMMARY**

The Forward Pinellas Executive Committee is comprised of board officers that include the chair, vice chair, treasurer and secretary. Each officer serves for a one-year term. As prescribed in its Operating Procedures, each year the Forward Pinellas Board must decide the way it wishes to elect its officers for the following year. The board has the option of directly electing its officers from the entire board membership or convening a Nominating Committee to develop a slate of candidates for consideration by the full board.

If a Nominating Committee is preferred, the board shall establish the committee at a regular meeting. The Nominating Committee will then meet and recommend a slate of officers for approval by the full board. With a Nominating Committee, any board member may still express their interest in serving as an officer or may recommend other members for an officer position before the Nominating Committee makes its official recommendations.

Because there will not be a December Forward Pinellas regular business meeting, the process for the election of officers for 2023 will be handled in November.

The term of membership for members' appointments to the board are subject to local elections and/or reappointments. A list of members eligible to hold office is attached. The newly established Executive Committee members shall take office in January.

**ATTACHMENT(S):**

- Listing of Eligible Board Members to Serve as Officers in 2023
- Board Member Listing with Term Limits Outlined
- Section 1.02 of Board Operating Procedures on Authority and Duties of Officers

**ACTION:** Board to establish a Nominating Committee or elect officers from entire board membership.

## **BOARD MEMBER ELIGIBILITY**

**Board members eligible to serve as officers for 2023 are listed below. Current officers are identified.**

- Janet Long, Pinellas County Commissioner – **Current Vice Chair**
- David Allbritton, City of Clearwater Councilmember – **Current Treasurer**
- Julie Bujalski, City of Dunedin Mayor
- Gina Driscoll, City of St. Petersburg Chair, representing PSTA
- Dave Eggers, Pinellas County Commissioner
- Richie Floyd, City of St. Petersburg Councilmember
- Brandi Gabbard, City of St. Petersburg Councilmember
- Pat Gerard, Pinellas County Commissioner (subject to re-election in Nov 2022)
- Patti Reed, City of Pinellas Park Vice Mayor
- Michael Smith, City of Largo Vice Mayor

Board members that are ineligible to serve are listed below:

- Joanne “Cookie” Kennedy, City of Indian Rocks Beach Mayor, representing beach communities – **Current Chair**
- Cliff Merz, City of Safety Harbor Commissioner, also representing Tarpon Springs and Oldsmar
- Bonnie Noble, Town of Kenneth City Councilmember, representing the inland communities

**FORWARD PINELLAS MEMBERSHIP ROSTER October 2022**

<b>NAME</b>	<b>Municipal/Board Election Date</b>	<b>Forward Pinellas Term End Date</b>
<b>Chair</b> – Mayor Joanne “Cookie” Kennedy, Indian Rocks Beach (representing the Beach Communities)	03/2024	12/2022
<b>Vice Chair</b> – Commissioner Janet Long, Pinellas County	11/2024	9/2026
<b>Secretary</b> –		
<b>Treasurer</b> – Councilmember David Allbritton, Clearwater	03/2026	09/2025
Mayor Julie Bujalski, Dunedin	11/2024	9/2025
Councilmember Gina Driscoll, St. Petersburg (representing PSTA)	11/2025	9/2025
Commissioner Dave Eggers, Pinellas County	11/2026	9/2026
Councilmember Richie Floyd, St. Petersburg	11/2025	9/2025
Councilmember Brandi Gabbard, St. Petersburg	11/2025	9/2025
Commissioner Pat Gerard, Pinellas County	11/2022	9/2026
Commissioner Cliff Merz, Safety Harbor (also representing Oldsmar and Tarpon Springs)	03/2024	12/2022
Councilmember Bonnie Noble, Kenneth City (representing the Inland Communities)	3/2024	12/2022
Councilmember Patti Reed, Pinellas Park	3/2026	9/2025
Commissioner Michael Smith, Largo	11/2026	9/2025



## **Section 1.02- Officers**

Officers of the Board are elected by the Board and consist of a Chairperson, Vice Chairperson, Treasurer, and Secretary. The authority and duties of the officers shall be as follows:

**Chairperson:** The Chairperson shall preside at all meetings, workshops and public hearings of the Board and shall direct the preparation of the agendas for such meetings and hearings. The Chairperson shall also:

- Sign all contracts, resolutions and other official documents, including checks in the absence of the Treasurer and have the authority to call special meetings.
- Establish such ad hoc committees as the Chair may deem necessary and appoint their members and chairs.
- Serve as the MPO's representative to the West Central Florida Metropolitan Planning Organizations Chairs Coordinating Committee and the Florida Metropolitan Planning Organization Advisory Council. If the Chair is unable to serve as the representative to these organizations, an alternate Board member may be appointed.
- Perform such duties as are usually exercised by the Chair of a Board and perform such other duties as may from time to time be needed by the MPO or PPC.

**Vice Chairperson:** The Vice Chairperson shall, during the absence of the Chairperson or the Chairperson's inability to serve, have and exercise all of the duties and powers of the Chairperson and shall perform such other duties as may from time to time be assigned to the Chair by the Board. The Vice Chairperson shall have the further authority to call meetings of the Board, either regular or special, and direct the preparation of the agenda for said meetings until the Chairperson resumes the responsibilities of the Chair.

**Secretary:** The Secretary or designee shall assist the agency clerk as necessary in maintaining the official records of the Board and attest to all agreements and contracts of the Board. The Secretary or designee shall perform other duties as may be assigned by the Board.

**Treasurer:** The Treasurer or designee shall be the chief financial officer of the Board and shall exercise authority in all financial matters as such authority may be granted by the Board. The Treasurer shall also be responsible for ensuring the annual audits are performed.

**Selection:** Each year, at a regular meeting, the Board may establish a nominating committee to recommend officers for the following year. If utilizing a nominating committee, at a regular meeting prior to yearend, the nominating committee shall recommend officers for approval by the Board. New officers shall take office in January of each year. When utilizing a nominating committee, the entire Board membership may still express their interest in serving as an officer, or may recommend other members for an officer position, before the nominating committee makes its official recommendations. In lieu of utilizing a nominating committee, the Board may opt to directly elect its officers from the entire Board membership.

**Tenure:** All officers shall hold office for 1 year or until a successor is elected. No person elected Chairperson shall serve more than 2 consecutive years in that capacity.

**Vacancy in Office:** A vacant office shall be filled by the Board at its first regular meeting following the vacancy. The officer so elected shall serve the remainder of their predecessor's term in office.

**October 12, 2022**

**6F. Election of Secretary**



---

**SUMMARY**

The Forward Pinellas Executive Committee is comprised of board officers that include the chair, vice chair, treasurer and secretary. Each officer serves for a one-year term. However, with the departure of Commissioner Seel from our board last month, a vacancy has been created in the secretary position. Board Operating Procedures dictate that a vacant office shall be filled by the board at its first regular meeting following the vacancy. The officer so elected shall serve the remainder of their predecessor's term in office.

The term of membership for members' appointments to the board are subject to local elections and/or reappointments. A list of members eligible to hold office is attached. The newly appointed secretary will hold office until a new Executive Committee is established at the November board meeting and takes office in January.

**ATTACHMENT(S):**

- Listing of Eligible Board Members to Serve as Officers ([6Ea](#))
- Board Member Listing with Term Limits Outlined ([6Eb](#))
- Section 1.02 of Board Operating Procedures on Authority and Duties of Officers ([6Ec](#))

**ACTION:** Board to elect a new secretary for the Executive Committee.

**October 12, 2022**

**7. Director's Report**



---

The Executive Director will update and/or seek input from board members on the following items:

- A. SPOTlight Update
- B. Legislative Committee Update – Action
- C. September 23, 2022 TMA Leadership Group Meeting Update

**ATTACHMENT(S):** None

**October 12, 2022**

**7A. SPOTlight Emphasis Areas Update**

---



**SUMMARY**

The Executive Director will provide an update on the status of the activities related to the adopted SPOTlight Emphasis Areas, which include Enhancing Beach Community Access, a Vision for the US 19 Corridor, the Gateway/Mid-County Area Master Plan (now reduced in emphasis), and the newest topic, Innovations in Target Employment and Jobs Access.

Updates will be provided on waterborne transportation next steps, sidewalk improvements for Gulf Blvd in the Town of Indian Shores, and planned US 19 North corridor improvements.

**ATTACHMENT(S):** None

**ACTION:** None required; informational item only.

**October 12, 2022**



**7B. Forward Pinellas Legislative Committee Update**

---

**SUMMARY**

The 2023 Florida Legislative Session will begin on March 7, 2023 and conclude on May 5, 2023.

Last month the board appointed new members to the Forward Pinellas Legislative Committee to include Councilmember Brandi Gabbard, Commissioner Dave Eggers, Councilmember David Allbritton and Vice Mayor Patti Reed. The group is tasked with recommending an annual set of legislative priorities to focus on prior to each Legislative Session. Upon board approval and further direction, those priorities serve as the basis for coordinating countywide messages and communicating with responsible entities.

The committee will reconvene prior to the board meeting on October 12, 2022. A chair will be selected by the committee to be affirmed by the full board.

The Executive Director and/or committee chair will update the board on the most recent meeting.

**ATTACHMENT(S):** None

**ACTION:** Board to affirm the Legislative Committee Chair for this session.



**Plan  
Hillsborough**



**FORWARD  
PINELLAS**  
Integrating Land Use & Transportation

## **Tampa Bay Transportation Management Area (TMA) Leadership Group**

**Representing the MPOs in Pasco, Pinellas, & Hillsborough Counties**

**Friday, September 23, 2023 | Meeting Summary & Action Sheet**

[TMA Leadership Group Public Meeting Video](#)

[TMA Leadership Group Public Meeting Presentations](#)

---

The Tampa Bay Transportation Management Area (TMA) Leadership Group held this public meeting at the Tampa Bay Regional Planning Council on September 23, at 9:30 a.m.

### **Update on Passenger Rail Planning**

#### **Elizabeth Watkins, Hillsborough TPO**

- The TMA Leadership Group voted to send a letter to FDOT requesting that the Department work directly with Amtrak on opportunities to expand passenger rail service throughout the West Central Florida region.

Discussion:

Whit Blanton noted that with FDOT talking about developing a statewide passenger rail policy, the submittal of this letter is timely and could help facilitate the incorporation of common language relative to the statewide policy into the Long Range Transportation Plans of the various MPOs.

Ming Gao remarked that FDOT has been having conversations with Amtrak since the Department began developing the statewide rail policy, with more meetings scheduled. Other areas of the state have made similar requests for enhanced FDOT coordination with Amtrak, so this letter from the TMA Leadership Group is appropriate.

Councilmember Citro questioned how much upgrading Amtrak would need to do to the existing tracks, and how much new vehicular capital would be needed, in order to satisfy the request that the TMA is making through the letter. Commissioner Overman responded that finding the answer to that question would be part of a feasibility study and noted that all partners seek to develop a program that is sustainable.

Commissioner Long pointed out that the biggest question will be who will pay for the upgrades needed for passenger rail service. CSX hasn't been a willing partner in the past

and they will want the government to take on all liability because of the condition of the tracks.

Beth Alden remarked that the new Federal Rail Administration (FRA) Corridor Identification & Development grant program could be an opportunity to make these investments in the state corridors. Because of the 80/20 split (federal/local funding), the question is where the 20% local match is coming from. These types of questions could be explored through the State Rail Plan update.

Whit Blanton noted that Amtrak has a strong interest in connecting Tampa to SunRail in Osceola County. Union Station in Tampa, however, has a long list of needed upgrades in order to effectively do this; that could be a place for the region to start.

Commissioner Starkey noted that while Pasco and Hernando are not directly included in this conversation, they would be supportive of opportunities to connect Tampa to Miami.

**ACTION: The TMA Leadership Group voted unanimously to transmit the letter.**

#### **District 7 Perspectives on the Strategic Intermodal System Cost Feasible Plan**

**Richard Moss, Florida Department of Transportation**

- Beth Alden noted that the Strategic Intermodal System (SIS) Policy Plan which FDOT developed last year was supported by the TMA because it allowed new flexibility to fund safety, resilience, advanced traffic management systems, and improvements on parallel facilities. Last month, the SIS Cost-Feasible Plan of projects to be funded by 2050 was delivered to the MPOs for comment, without much context. Hillsborough and Pinellas both offered comments to FDOT requesting additional flexibility in how the 2050 SIS funding will be allocated. The staff directors asked FDOT to attend the meeting to provide some additional information on the SIS Plan and how projects obtain eligibility for this funding source. She also noted that FDOT over the last year has drafted a new policy which allows some non-SIS funds to be used for fixed-guideway transit operations, similar to FDOT's support of SunRail for its first few years.
- Richard Moss, FDOT, discussed how FDOT considers a variety of factors when identifying the projects that will be included in the SIS Plan. This includes regional models that determine where additional vehicular capacity is needed, resiliency needs where flooding is a concern, resurfacing needs and safety needs. Richard noted that FDOT spends a lot of resources on improve the safety of the system, particularly during resurfacing projects. The ultimate list of projects comes from a variety of sources, including models, complaints, concerns, etc.

Discussion:

Beth Alden questioned if the list of SIS needs could be expanded to include additional safety and vulnerability projects. Does a project need to add capacity to be considered? Richard Moss responded that a project does not need to add capacity to be considered for the SIS Needs Plan. Safety and resiliency considerations are enough of a justification for a project on the SIS.



Whit Blanton noted that FDOT has been a good partner in Pinellas County when considering non-capacity projects on the SIS and offered an example of the US 19 Frontage Road reevaluation. He remarked that MPOs and counties can provide input and he would like to see that partnership continue, while SIS funding for parallel facilities is also be considered.

Ming Gao discussed the FDOT policy on District Dedicated Revenue (DDR) funding. Unlike the SIS program, DDR is funding that is allocated to the FDOT districts used to match other revenue sources. FDOT can allocated up to 15% annually for transit operations, if MPOs prioritize transit operations projects. However, the funding level can fluctuate from year to year. Ming also noted that the DDR funding must be for premium transit services, not just for existing services, and that DDR funding is not 'new' revenue but would have to fund transit operations at the expense of other priorities. In response to a question from Mayor Bujalski, Ming clarified that waterborne transportation likely would be eligible for DDR funding and that the service wouldn't necessarily need to cross county lines to be considered at a scale to be eligible.

Commissioner Long remarked that she believed the only way to get real regional transportation service is by having a single MPO, as it would force us to act as a single region. Overman responded that trying to make every community act as one single entity will not work, but the TMA can be used as the platform for regional coordination. She noted that roads require regionally coordinated operations too, it is just called resurfacing. It should be up to the individual MPOs to prioritize their projects and then use the TMA Leadership Group to build regional support. Commissioner Starkey added that if the Tampa Bay Regional Transit Authority (TBARTA) isn't going to have success, then a regional MPO should be considered. She noted that if the region cannot speak with one voice, then it won't be able to obtain state and federal funding, and that this group should discuss the issue more. Commissioner Eggers agreed that this discussion should continue and the Tampa Bay Water model could be evaluated as an option for a regional MPO. Sean Sullivan offered his agency as a facilitator for regional discussions in the future.

### **Regional Roundtable on Safety** **MPO/TPO Staff Directors**

- Whit Blanton, Beth Alden and Scott Ferry reported on the various safety initiatives each MPO/TPO is undertaking within their planning areas.
- Each MPO/TPO stressed that speed is the greatest contributor to safety challenges on our regional transportation network and more speed management projects must be part of the conversation

Discussion:

Commissioner Eggers noted that speed is a solvable problem and the technology exists to enforce speed limits.

Whit Blanton remarked that there was legislation filed last year to allow speed cameras in school zones, but the bill failed to pass. He suggested that this group consider supporting the legislation for the upcoming session while also pushing for greater consistency amongst school zones.

Mayor Bujalski commented that she led an effort in the past to seek consistency in school zone treatments in Pinellas County with some success. However, not all local governments agreed to the changes required for that consistency.

Commissioner Fitzpatrick remarked that the region needs to consider the technology to enforce speeds in school zones. She requested a letter of support from the TMA to this effect be ready for action at the next meeting in December. Mayor Bujalski seconded this motion.

Councilmember Citro noted that with hurricane season in full swing, the topic of evacuation and transportation during times of emergency be on a future agenda. Sean Sullivan commented that the TBRPC has two videos that discuss this topic and they will be distributed to TMA members in advance of the next meeting (see links below)

- [Project Phoenix 2.0: The Recovery - YouTube](#) (full video)
- [PP2.0: Hurricane Phoenix Simulation - YouTube](#) (short video)

**The next TMA Leadership Group Meeting will be held on December 9th at the Tampa Bay Regional Planning Council at 9:30 am.**

**Meeting Adjourned at 11:37 am.**

**October 12, 2022**

**8. Informational Items**



---

Staff and/or board members will provide information and updates on the following items:

**INFORMATIONAL ITEMS**

- A. CPA Actions and Forward Pinellas Administrative Review Items
- B. Fatalities Map
- C. Pinellas Trail Data
- D. Committee Vacancies

**ATTACHMENT(S):**

- Fatalities Map
- Pinellas Trail Data

**October 12, 2022**

**8A. CPA Actions and Forward Pinellas Administrative Review  
Items**



---

**SUMMARY**

This information is presented in order to better, and more systematically, apprise the Forward Pinellas Board of final action(s) by the Board of County Commissioners, in their role as the Countywide Planning Authority (CPA) on matters that have been previously considered. This summary also includes the Tier I Countywide Plan Map Amendments and Map Adjustments that have been administratively reviewed by Forward Pinellas staff.

**CPA Actions September 2022:**

There were no actions taken by the CPA in the month of August.

**Tier I Countywide Plan Map Amendments September 2022:**

There were no Tier I Countywide Plan Map amendments in September.

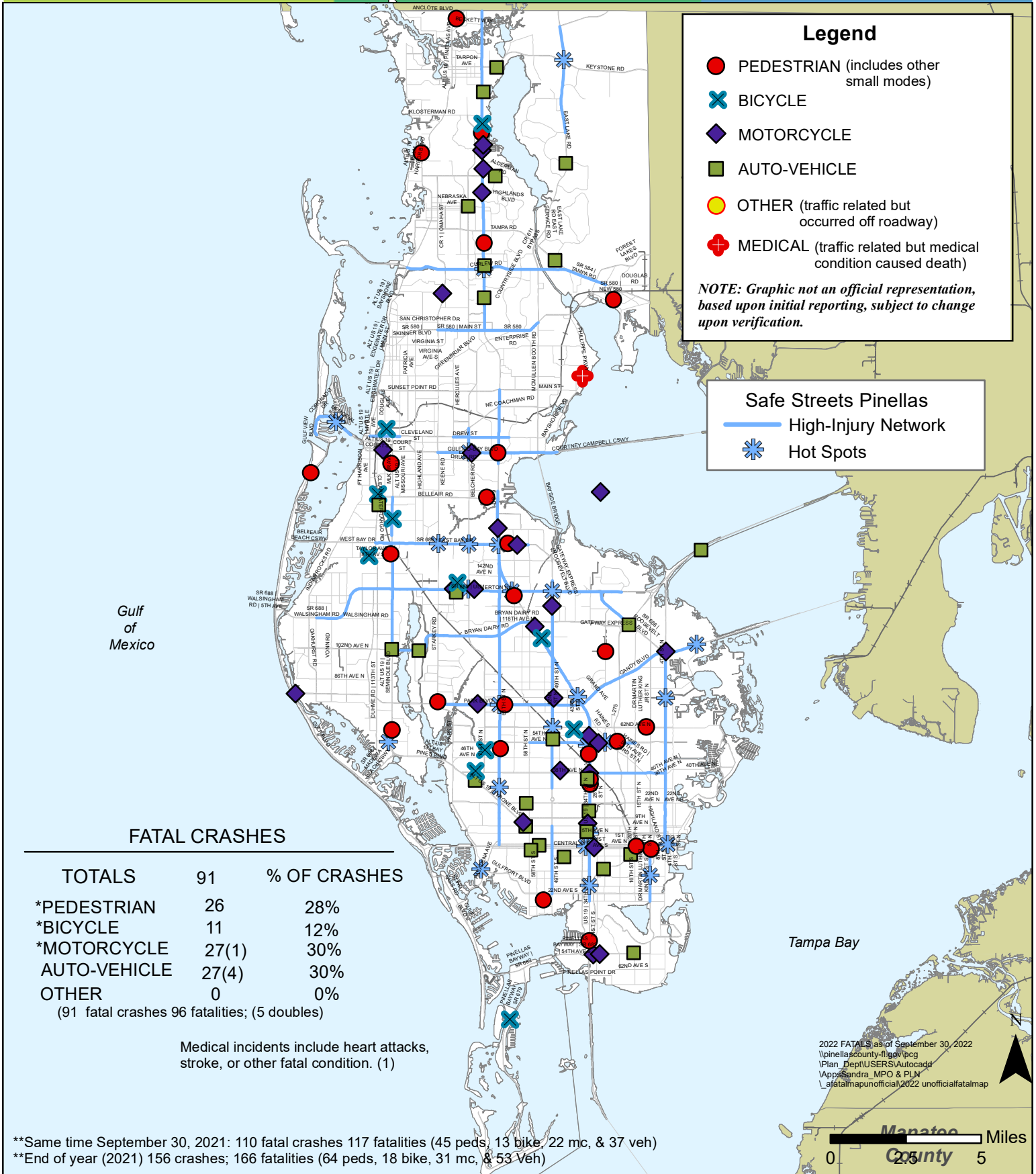
**Map Adjustments September 2022:**

- MA 22-02, Pinellas County, located at 10055 Seminole Blvd., satisfies the Map Adjustment provisions of Section 7.3.8.5 of the Countywide Rules.

**ATTACHMENT(S):** None

**ACTION:** None required; informational item only.

# Locations of Reported Traffic Fatalities



**Legend**

- PEDESTRIAN (includes other small modes)
- ✕ BICYCLE
- ◆ MOTORCYCLE
- AUTO-VEHICLE
- OTHER (traffic related but occurred off roadway)
- + MEDICAL (traffic related but medical condition caused death)

*NOTE: Graphic not an official representation, based upon initial reporting, subject to change upon verification.*

**Safe Streets Pinellas**

- High-Injury Network
- ✱ Hot Spots

**FATAL CRASHES**

TOTALS	91	% OF CRASHES
*PEDESTRIAN	26	28%
*BICYCLE	11	12%
*MOTORCYCLE	27(1)	30%
AUTO-VEHICLE	27(4)	30%
OTHER	0	0%
(91 fatal crashes 96 fatalities; (5 doubles)		

Medical incidents include heart attacks, stroke, or other fatal condition. (1)

\*\*Same time September 30, 2021: 110 fatal crashes 117 fatalities (45 peds, 13 bike, 22 mc, & 37 veh)  
 \*\*End of year (2021) 156 crashes; 166 fatalities (64 peds, 18 bike, 31 mc, & 53 Veh)

2022 FATALS as of September 30, 2022  
 \pinellascounty-fl.gov\pcg  
 \Plan\_Dept\USERS\Autocadd  
 \Apps\Sandra\_MPO & PLN\_  
 \afatalmapunofficial\2022\_unofficialfatalmap

Manatee County Miles 0 5

RASHES	DATAID	ON STREET	CROSS STREET	MODE	DATE	# FATAL	APPROX TIME	DHSMV	LEO	SEX/AGE
1	1	PARK BLVD	65TH WAY N	PED	1/2/2022		1 6:18PM	24540928	PP	M/70
1	2	I 275	54TH AVE S	PED	1/3/2022		1 9:18PM	24886608	FHP	F/37
1	3	ROOSEVELT BLVD	DODGE ST	PED/DELAY	1/14/2022		1 5:50AM	89590520	FHP	M/33
1	7	SR 693/66TH ST	51ST AVE N	PED/SCOOTER	1/30/2022		1 3:30AM	24897579	FHP	M/23
1	16	S MISSOURI AVE	1000 BLOCK	PED/DELAY	2/19/2022		1 10:50PM	?	LA	M/?
1	21	SEMINOLE BLVD	6TH AVE SE	PED/DELAY	3/1/2022		1 10:40PM	24808470	LA	M/?
1	24	US HIGHWAY 19 N	CYPRUS POND RD	PED	3/4/2022		1 7:17PM	24906054	FHP	F/47
1	25	62ND AVE N	10TH ST N	PED	3/12/2022		1 10:30PM	25114362	SP	M/52
1	28	102ND AVE N	28TH ST N	PED	3/18/2022		1 6:35AM	25114492	SP	M/55
1	31	1ST AVE S	6TH ST S	PED	3/21/2022		1 8:47AM	25114569	SP	F/76
1	32	ST PETERSBURG DR	BAYVIEW BLVD	PED	3/26/2022		1 7:19PM	89361523	PCSO	F/6
1	36	CENTRAL AVE	16TH ST N	PED	4/3/2022		1 12:52AM	24114921	SP	F/34
1	37	34TH ST N	NORTH OF 50TH AVE N	PED	4/11/2022		1 8:17PM	89580415	FHP	M/67
1	42	GULF BLVD	1261 HARBORAGE CT /CW	PED	4/21/2022		1 1:41PM	24758997	CLW	F/80
1	48	34TH ST N	33RD AVE N	PED	5/16/2022		1 10:31PM	25115971	SP	M/52
1	51	34TH ST N	35TH AVE N	PED	5/22/2022		1 2:53AM	25116112	SP	M/38
1	52	ANCLOTE BLVD	OAKMONT AVE	PED/DELAY	6/5/2022		1 5:20PM	24925708	FHP	F/42
1	55	US HIGHWAY 19 N	BILGORE GROVE BLVD	PED	6/9/2022		1 3:34AM	24965543	FHP	F/36
1	56	34TH ST S	46TH AVE S	PED/DELAY	6/12/2022		1 9:05PM	25116653	SP	M/74
1	60	GULF TO BAY BLVD	US HIGHWAY 19 N	PED/DELAY	6/16/2022		1 8:53PM	24759579	CLW	M/66
1	62	ULMERTON RD	34TH ST N	PED (RPT SAYS INCAP?)	6/27/2022		1 10:34PM	24952687	FHP	M/20
1	69	SEMINOLE BLVD	ORANGE BLOSSOM LN	PED (DATE 24)	7/25/2022		1 9:05PM	89362356	PCSO	F/60
1	73	26TH AVE S	54TH ST S	PED	8/3/2022		1 9:46PM	89863068	GP	M/69
1	83	STARKEY RD	PARK BLVD	PED	8/26/2022		1 5:55AM	89362509	PCSO	M/85
1	82	BELLEAIR RD	SOUTH HAVEN DR	PED	8/26/2022		1 6:44AM	24991707	FHP	M/15
1	87	ALT US 19 (PALM HARBOR BLVD)	BREVARD ST	PED	9/3/2022		1 2:02AM	24991978	FHP	M/44
1	9	71ST ST N	50TH AVE N	BIKE/DELAY	2/8/2022		1 7:19PM	88576105	FHP	M/54
1	20	38TH AVE N	78TH WAY N	BIKE/DELAY	2/27/2022		1 4:15AM	25114015	SP	M/45
1	23	N MISSOURI AVE	ROSEY RD	BIKE/DELAY	3/4/2022		1 6:27AM	24808494	LA	F/?
1	35	PARK VIEW LN	8TH AVE S	BIKE/DELAY (CDMS ICON x/?RPT SAYS INCAP?)	4/2/2022		1 12:11PM	24808721	LA	??
1	68	BELLEAIR RD	MYRTLE AVE	BIKE/DELAY	7/19/2022		1 8:25AM	24952703	FHP	M/84
1	70	SR 679 /PINELLAS BAYVIEW S	MADEIRA CIRCLE	BIKE/DELAY (RPT SAYS INCAP?)	7/25/2022		1 9:45PM	24971886	FHP	M/64
1	79	JONES ST	N MYRTLE AVE	BIKE/DELAY	8/16/2022		1 2:55PM	25431917	CLW	M/51
1	81	US HIGHWAY 19 N	GRAND CYPRESS BLVD	BIKE/DELAY	8/21/2022		1 5:34PM	24981119	FHP	M/11
1	84	110TH AVE N	US HIGHWAY 19 N	BIKE/DELAY	8/26/2022		1 11:15AM	25194838	PP	M/37
1	88	62ND AVE N	39TH ST N	BIKE	9/11/2022		1 2:39AM	?	FHP	M/64
1	91	IN CDMS/ RPT NOT AVAILABLE	ULMERTON RD/TALL PINES DR	BIKE (CDMS ICON SAYS PED)	9/18/2022		1 09:16AM	25492683	LA	??
1	8	US HIGHWAY 19 N	56TH AVE N	MC/DR/DELAY	1/31/2022		1 3:50PM	24894294	FHP	M/27
1	11	COURT ST	EWING AVE/NEAR MYRTLE	MC/DR/DELAY	2/11/2022		1 8:27PM	24758413	CLW	M/28
1	12	US HIGHWAY 19 N	9TH AVE N	MC/DR/DELAY	2/11/2022		1 9:00PM	25113760	SP	M/62
1	14	38TH AVE N	45TH ST N	MC/DR/DELAY	2/18/2022		1 11:03PM	25113878	SP	M/26
1	26	TYRONE BLVD N	WINCHESTER ST N	MC	3/14/2022		1 2:28PM	25114562	SP	M/29
1	29	US HIGHWAY 19 N	116TH AVE N	MC	3/19/2022		1 7:36PM	25193736	PP	M/27
1	30	1ST AVE S	30TH ST S	MC/DELAY	3/20/2022		1 5:04PM	25114564	SP	M/42
1	33	PARK BLVD N	73RD ST N	MC/DELAY	3/27/2022		1 11:02AM	25193796	PP	M/51
1	34	54TH AVE N	31ST ST N	MC	4/2/2022		1 2:11AM	24886826	FHP	F/60
1	39	49TH ST N	86TH AVE N	MC	4/17/2022		1 2:46PM	25193988	PP	M/38
1	40	I-275	SR93 ENTRANCE RAMP	MC/DELAY	4/17/2022		1 6:06PM	88403634	FHP	M/26
1	43	GULF TO BAY BLVD	BELCHER RD S	MC/DELAY	4/23/2022		1 11:30PM	24758988	CLW	M/35
1	45	49TH ST N	126TH AVE N	MC	5/2/2022		1 7:25AM	25194069	PP	M/38
1	46	38TH AVE N	34TH ST N	MC/DELAY	5/6/2022		1 10:30PM	25115779	SP	M/39
1	54	CR 1	MICHIGAN BLVD	MC	6/8/2022		1 5:46PM	89362024	PCSO	M/49
1	57	I-275 EXIT RAMP	31ST ST S	MC	6/13/2022		1 1:44AM	88570024	FHP	M/33
1	58	ULMERTON RD	ROSETREE LN	MC	6/13/2022		1 12:54PM	24809197	LA	M/19
1	61	US HIGHWAY 19 N	HIGHLANDS BLVD N	MC/DELAY	6/17/2022		1 5:12PM	24954606	FHP	M/79
1	63	US HIGHWAY 19 N	WHITNEY RD OVERPASS	MC/DELAY	6/28/2022		1 10:27AM	24809303	LA	M/63
1	64	ULMERTON RD	TALL PINES DR	MC	6/28/2022		1 7:22PM	24809306	LA	M/22
1	67	PARK BLVD ENTRANCE RAMP	GULF BLVD /IS	MC	7/18/2022		1 8:22PM	89362264	PCSO	M/49
1	71	US HIGHWAY 19 N	COLONIAL BLVD	MC	7/27/2022		1 1:40PM	24990100	FHP	M/26
1	74	US HIGHWAY 19 N	PINE RIDGE WAY WEST	MC	8/3/2022		1 8:45PM	24960732	FHP	M/21
1	78	GANDY BLVD	4TH ST N	MC/DELAY	8/13/2022		1 9:25AM	25118093	SP	M/27
1	80	US HIGHWAY 19 N	EAGLE CHASE BLVD	MC/DR, MC/PASS/DELAY	8/20/2022		2 11:18AM	25001640	FHP	M/66;F/62
1	90	?	?	MC ? (CDMS RPT NOT AVAILABLE)	9/12/2022		1 12:00AM	24988307	??	??
1	92	SR 686 ROOSEVELT BLVD	62ND ST N	MC	9/24/2022		1 9:15PM	?	FHP	M/51
1	4	13TH AVE N	34TH ST N	VEH/DR	1/18/2022		1 6:40PM	24243119	SP	M/52
1	5	I 275	28TH ST S	VEH/DR	1/23/2022		1 3:39PM	88408844	FHP	M/32
1	6	E TARPON AVE	TARPON HILLS BLVD	VEH/DR	1/27/2022		1 6:55AM	24651964	TS	M/75
1	10	BELCHER RD	NEBRASKA AVE	VEH/DELAY	2/9/2022		1 1:32PM	24899394	FHP	M/83
1	13	TYRONE BLVD N	9TH AVE N	VEH/DR/DELAY	2/12/2022		1 2:55AM	25113763	SP	M/25
1	15	ALDERMAN RD	BENTLEY DRIVE	VEH/DR; VEH/PASS	2/19/2022		2 9:00AM	24906413	FHP	M/32;F/30
1	17	TYRONE BLVD N	34TH AVE N	VEH/DR/DELAY	2/21/2022		1 7:24PM	25113881	SP	F/26
1	18	I 175	5TH AVE S	VEH/DR	2/22/2022		1 12:05AM	88090961	FHP	M/36
1	19	58TH ST N	22ND AVE N	VEH/DR/DELAY	2/25/2022		1 3:40AM	25113960	SP	F/66
1	22	34TH ST N	5TH AVE N	VEH/PASS	3/2/2022		1 10:20AM	25114097	SP	M/95
1	27	US HIGHWAY 19 N	CURLEW RD	VEH/DELAY	3/15/2022		1 5:19AM	24920984	FHP	M/23
1	38	CLEARWATER LARGO RD	WYATT ST	VEH/DR? (RPT HAS INJURIES ONLY?)	4/16/2022		1 8:00PM	24910678	FHP	??
1	41	US HIGHWAY 19 N	SOUTH SUN VALLY BLVD	VEH/DR/DELAY	4/19/2022		1 2:19AM	88528232	FHP	F/24
1	47	I275	ROOSEVELT BLVD	VEH/DR? (RPT HAS INJURIES ONLY?)	5/14/2022		1 6:32PM	24942516	FHP	??
1	49	CR 611 49TH ST N	58TH AVE N	VEH/DR (RPT SAYS INCAP?)	5/18/2022		1 6:40PM	24935079	FHP	F/70?
1	50	54TH AVE S	ALHAMBRA WAY S	VEH/PASS/DELAY (RPT SAYS INCAP?)	5/22/2022		1 2:05AM	25116140	SP	M/21?
1	53	I275 HOWARD FRANKLAND BRIDGE	MM35	VEH	6/6/2022		1 4:22PM	89584175	FHP	M/21
1	59	CR 611 EAST LAKE RD	TARPON LAKE BLVD	VEH/PASS/DELAY	6/16/2022		1 4:58PM	24964615	FHP	F/79
1	65	CENTRAL AVE	54TH ST N	VEH/DR;VEH/PASS//DELAY	7/6/2022		2 11:38PM	25117312	SP	M/37; M/52
1	66	34TH ST N	3600 BLOCK	VEH/DR/DELAY (?RPT NOFATAL??)	7/18/2022		1 4:15PM	25117492	SP	M/72
1	72	SEMINOLE BLVD	102ND AVE /BRYAN DAIRY	VEH/DR	7/30/2022		1 9:37AM	89332367	PCSO	M/77
1	75	11TH AVE S	43RD ST S	VEH/PASS;VEH/PASS/DELAY (DATE 8)	8/6/2022		2 12:03AM	25117966	SP	M/18; F14
1	76	1ST AVE S	58TH ST S	VEH/DR/DELAY	8/7/2022		1 11:08PM	25117964	SP	M/40
1	77	CR 296	97TH ST N	VEH/DR	8/9/2022		1 2:15PM	24989222	FHP	M/55
1	85	BRYAN DAIRY RD	74TH ST N	VEH/DR; VEH/PASS	8/28/2022		2 9:41PM	25194850	PP	M/67; F56
1	86	TAMPA RD	EASTLAKE WOODLANDS PKWY	VEH/PASS	9/2/2022		1 6:22PM	89362535	PCSO	M/87
1	89	US HIGHWAY 19 N	BOY SCOUT RD	VEH ? (CDMS RPT NOT AVAILABLE)	9/11/2022		1 10:15AM	25005100	??	??
0	44	PHILIPPE PKWY	WASHINGTON DR	MED/VEH/DR	4/30/2022		0 6:25AM	89361727	PCSO	M/92

91											
CRASHES						# FATALS					

2022 (5 doubles, 1 medical) **REPORTS NEED VERIFIED**

NOTES:  
2021 156 Crashes; 166 Fatalities (10 doubles; 64 Peds, 18 Bike, 31 Motorcycle, 53 Vehicles)  
2020 108 crashes; 114 fatalities (1 triple 4 doubles/ 32 Peds, 10 bike, 21 motorcycle, 47 vehicle, 4 other)  
2019 105 crashes; 106 fatalities (1 double/ 39 peds, 9 Bikes, 22 mc, 31 veh, 5 others)  
2018 115 crashes 120 fatalities (5 doubles/ 39 peds, 8 Bikes, 31 mc, 44 veh)  
2017 110 crashes 116 fatalities (4 doubles and 1 triple/ 37 peds, 6 bikes, 30 mc, and 43 veh)  
2016 110 crashes 117 fatalities (3 triples and 1 double)

# Pinellas Trail User Count Data Summary

Automated Trail Counter Data Collection Period:  
August 1st-31st (31 days)

## August 2022

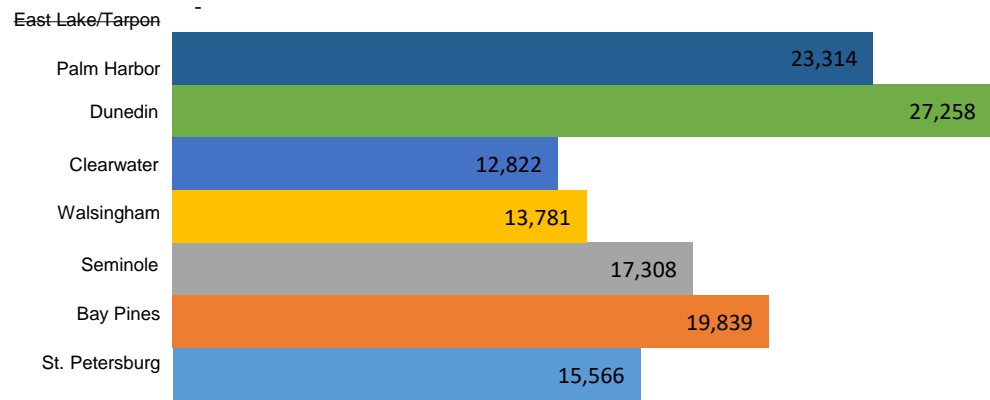
31-Day Count Total: **129,888\***  
Daily Average Users: **4,190**

Highest Daily Totals:

- #1 – Saturday, August 13th (Dunedin – 1,623)
- #2 – Sunday, August 7th (Palm Harbor – 1,171)
- #3 – Saturday, August 13th (Bay Pines - 958)

*\*East Lake/Tarpon counter not included due to technical issues*

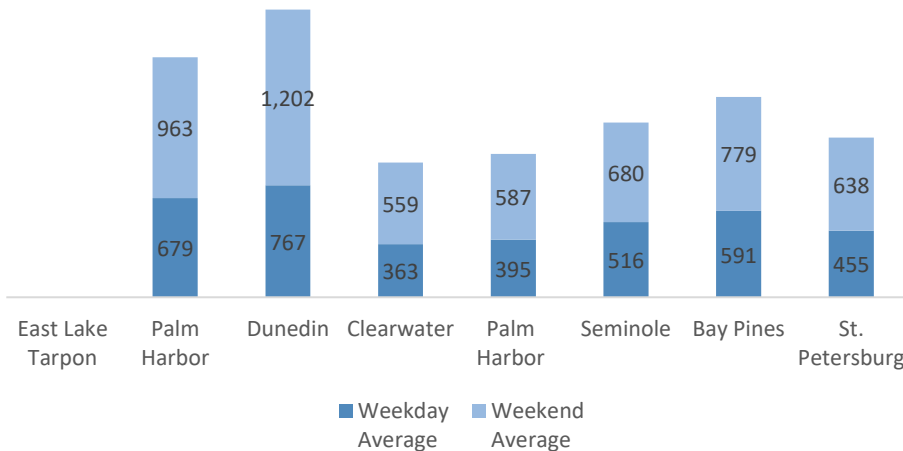
## August Trail Users by Counter Location



## Counter Locations



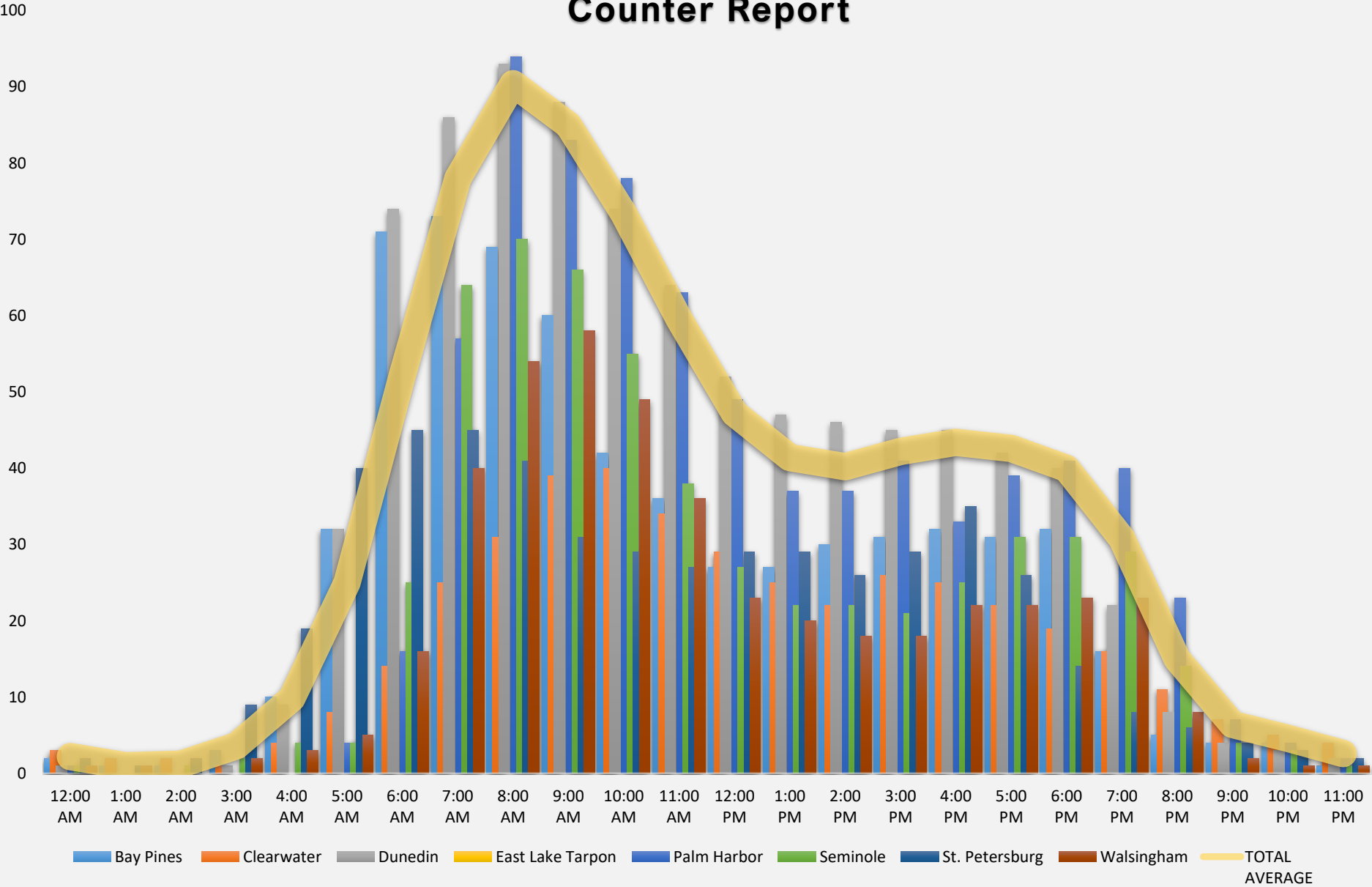
## Weekday & Weekend Profile



## Trail User Mode Split

Counter Location	Pedestrian (%)	Bicyclist (%)
Palm Harbor	18%	82%
Dunedin	13%	87%
Clearwater	27%	73%
Walsingham	9%	91%
Seminole	21%	79%
Bay Pines	14%	86%
St. Petersburg	12%	88%
East Lake/Tarpon	-	-

# August 2022 Average Hourly Counter Report





# Pinellas Trail User Count Data Summary

Automated Trail Counter Data Collection

Period: January – August 2022 Data\*

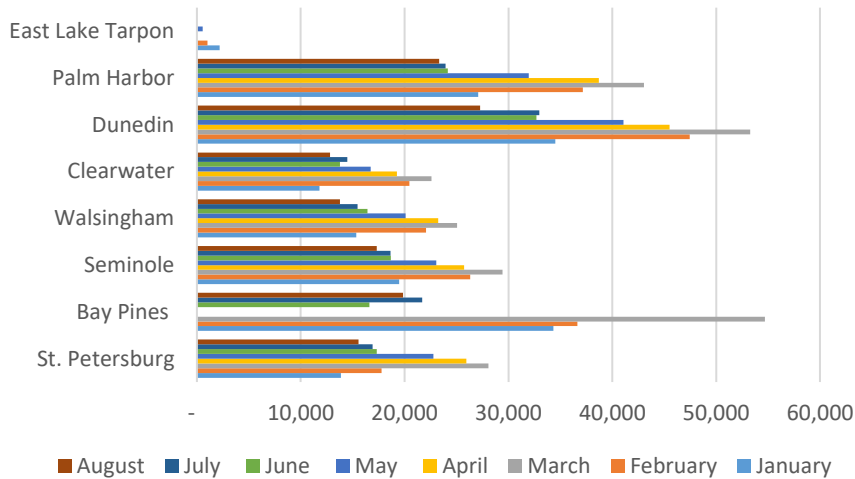


**Jan-August 2022 Total Count:  
1,371,969\***

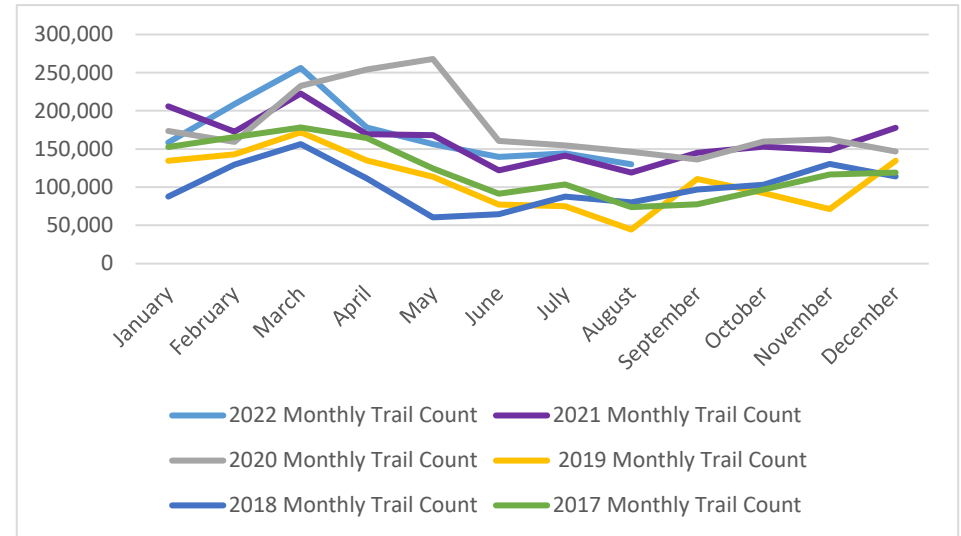
*\*Technical issues with East Lake / Tarpon counter beginning in Feb 2022; data not included in March-April or June-August 2022*

*\*Technical issues with Bay Pines counter; not included in April –May, June 1-6 2022*

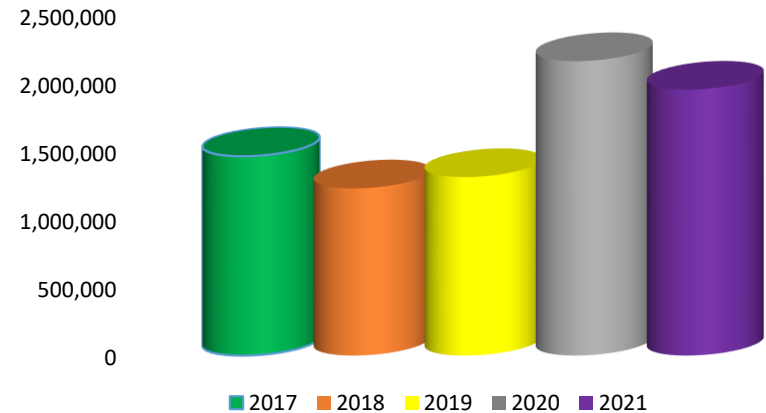
## Year to Date Data Per Location



## Monthly Trail Counts 2017 - 2022



## Pinellas Trail Use 2017 – 2021



*\*Technical issues with several counters in 2019 resulting in several missing days of data during 2019.*

**October 12, 2022**

**8D. Committee Vacancies**

---



**SUMMARY**

- **Bicycle Pedestrian Advisory Committee (BPAC)**

The BPAC currently has four openings: one for St. Petersburg, one for Pinellas Park/Mid County area, one for the Largo area and one for a Pinellas County Planning representative.

- **Citizens Advisory Committee (CAC)**

The CAC currently has six openings: two openings for a St. Petersburg representative, one opening for a Largo representative, one opening for a Beaches representative and two openings for At Large representatives.

- **Local Coordinating Board (LCB)**

The LCB has two vacancies: one for the Community Action Agency and one for a Citizen representative.

- **School Transportation Safety Committee (STSC)**

The STSC currently has one opening one for Gulfport elected official.

**ATTACHMENT(S):**

- BPAC Membership Listing
- CAC Membership Listing ([5Ba](#))
- LCB Membership Listing
- STSC Membership Listing

**ACTION:** None required; informational item only.

**BICYCLE PEDESTRIAN ADVISORY COMMITTEE MEMBERSHIP LIST****Voting****St. Petersburg Area (St. Pete/Gulfport/So Pasadena/Tierra Verde)**

1. Stuart Schwartzreich (05/11/22)
2. Vacant
3. John Austin (11/10/21)
4. Charlie Guy (01/12/22)

**Clearwater Area**

5. Gloria Lepik-Corrigan (09/08/21)
6. Fernando Gutierrez (01/12/22)
7. William "Avera" Wynne (06/08/22)

**Dunedin Area**

8. Russ Hilton (09/08/21)
9. Neil Wicks (11/10/21)

**Pinellas Park and Mid-County**

10. David Chase (03/09/22)
11. Vacant

**Largo Area**

12. Daniel Alejandro (10/12/16)
13. Vacant

**North County Area (Tarpon Springs/Palm Harbor/Ozona/Oldsmar/Safety Harbor)**

14. Becky Afonso (Vice Chair) (10/08/14)
15. Brian Smith (Chairman) (12/12/12)

**At Large Area**

16. Paul Kurtz (12/11/13)
17. Todd Bogner (11/10/21)
18. Bob Gallo (02/09/22)
19. Paul Zagami (01/12/22)
20. Eric Sorenson (09/14/22)
21. Heather Vernillo (08/10/22)
22. Annette Sala (03/12/14)

**Seminole Area**

23. Jim Wedlake (05/12/10)

**Beach Communities**

24. Bert Valery (10/1983-10/1998) (reappointed 07/10/02)
25. Alan Johnson (05/09/18)

**Technical Support**

1. County Traffic Department (Joan Rice – representative; Gina Harvey and Casey Morse – alternates)
2. Pinellas County Planning Department (vacant – representative)
3. PSTA (Jacob Labutka – representative; Heather Sobush and Reid Powers – alternates)
4. City of Clearwater (Lauren Matzke - representative)
5. City of St. Petersburg (Lucas Cruse – representative; Cheryl Stacks - alternate)
6. City of Largo (Diane Friel – representative; Taylor Hague - alternate)
7. City of Oldsmar (Alayna Delgado – representative, Tatiana Childress – alternate)
8. City of Pinellas Park (Derek Reeves – representative)
9. City of Dunedin (Molly Cord – representative, Frances Leong-Sharp and George Kinney – alternates))
10. Pinellas County School System (Joseph Camera- representative, Autumn Westermann- alternate)
11. Friends of the Pinellas Trails (Scott Daniels – representative)
12. CUTR (Julie Bond - representative)

**Sheriff's Office /Police/Law Enforcement Representatives**

1. Pinellas Park Police Dept.
2. St Petersburg Police Dept.
3. Largo Police Dept.
4. Sheriff's Office – Deputy Eric Gibson
5. Clearwater Police Dept.

**Non-Voting Technical Support**

13. FDOT (Emmeth Duran - representative)
14. County Parks and Conservation Resources (Lyle Fowler – representative; Spencer Curtis – alternate)

\*Dates signify appointment

**LOCAL COORDINATING BOARD**  
**FOR THE TRANSPORTATION DISADVANTAGED**

**Chairman**

Councilmember Patti Reed (06/08/22)

**Agency for Health Care Administration – Area 5 Medicaid Office**

Emily Hughart (01/08/2020) Ian Martin (Alternate- 10/09/2016)

**Citizens**

Gloria Lepik-Corrigan (TD Rider) (01/13/2021)  
Vacant

**FL Dept. of Elder Affairs**

Michelle Tavares (04/13/2022) Jason Martino (Alternate - appointed 04/13/2022)

**Persons with Disabilities**

Jody Armstrong (Reappointed 04/13/2022) Jody Armstrong (Alternate –)

**Pinellas County Dept. of Veterans Services**

Jeffery Mims (Reappointed 04/13/2022) Mark Swonger (Alternate - Reappointed 04/13/2022)

**Pinellas Suncoast Transit Authority (Non-Voting)**

Ross Silvers (Alternate: Vacant)

**Transportation Provider for Profit**

Brian Scott (Vice Chair - 03/10/2010) (reappointed 11/17/2020)

**Community Action Agency**

Vacant

**Over 60**

Duncan Kovar (01/13/2021)

**Public Education**

Joseph Camera (10/14/20) (Alternate: Autumn Westermann (10/14/20)

**Department of Children and Families**

Ivonne Carmona (Reconfirmed March 2021) Kitty Kelleher (Alternate: 02/8/2017)

**Children at Risk**

Yaridis Garcia (08/10/22)

**Division of Blind Services**

Amanda Honingford (Reappointed 04/13/2022) Mark Harshbarger (alternate: Reappointed 04/13/2022)

**Career Source Pinellas (Regional Work Force Development)**

Shawna Peer (10/14/2021) Jennifer Brackney (Alternate - 05/12/2017)

**Local Medical Community**

Heath Kirby (03/13/2019)

**Regional Agency for Persons with Disabilities**

Michael Taylor (Reappointed 04/13/2022) (Alternates: Debra Noel and Brett Gottschalk Reappointed 04/13/2022)

**Technical Support – Florida Department of Transportation (FDOT)**

Tracy Noyes (Alternate: Dave Newell (03/11/2020)

## **SCHOOL TRANSPORTATION SAFETY COMMITTEE MEMBERS**

### **School Board**

Bill Dudley - Chair  
Carol Cook – Vice Chair

### **Pinellas County**

Commissioner Dave Eggers

### **Clearwater**

Councilmember Mark Bunker

### **Citizen**

Doug Mullis

### **Dunedin**

Commissioner Jeff Gow

### **PSTA**

Josh Shulman

### **Gulfport**

Vacant

### **Largo**

Commissioner John Carroll

### **Oldsmar**

Councilmember Katie Gannon

### **Gulf Beaches**

Mayor Cookie Kennedy

### **Pinellas Park**

Councilmember Keith V. Sabiel

### **Tarpon Springs**

Commissioner Mike Eisner

### **Seminole**

Councilmember Roger Edelman

### **Safety Harbor**

Commissioner Cliff Merz

### **St. Petersburg**

Councilmember Lisa Wheeler-Bowman

## **Non-Voting Tech Support Members**

### **Pinellas County School Board/Transportation**

Matthew Atwell  
T. Mark Hagewood, Transportation

### **Pinellas County Long Range Planning**

Scott Swearingen

### **Pinellas County Public Works**

Joan Rice / Casey Morse

### **Pinellas County School Board**

Marshall Touchton, Demographic Specialist

### **Pinellas County School Board**

Joseph Camera, Customer Service Analyst  
Autumn, Westermann, Customer Service Analyst (Alt.)

**October 12, 2022**

**9. Upcoming Events**



Staff and/or board members will provide information on the following upcoming events as needed:

**UPCOMING EVENTS**

Oct 14 <sup>th</sup>	<a href="#">Elected Officials FDOT Safety Workshop</a> – 10:00 am - noon
Oct 26 <sup>th</sup>	<a href="#">FDOT Safety Workshop</a> – 11:00 am – 12:30 pm
Oct 27 <sup>th</sup>	<a href="#">Florida Metropolitan Planning Organization Advisory Council</a> – 3:00 pm
Nov 3 <sup>rd</sup>	<a href="#">Gulf Coast Safe Streets Summit</a>
Dec 14 <sup>th</sup>	Forward Pinellas Board Workshop

**ATTACHMENT(S):** None

**ACTION:** None required; informational item only.