



"A City for All Ages"

City of Port St. Lucie
Request for Proposals ("RFP")
Event Name: Auditing Services
RFP (Event) Number: 20230026

1. Introduction

1.1. Purpose of Procurement

Pursuant to the Port St. Lucie City Ordinance 35.05, this Request for Proposals ("RFP") is being issued to establish a contract with a qualified contractor(s) who will provide **Auditing Services** to the City of Port St. Lucie (hereinafter, "City") as further described in this RFP.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. RFP Scope of Requested Services

Intent and General Information

The City of Port St. Lucie, incorporated in 1961, is the most populous City in St. Lucie County. It is situated in the southern part of St. Lucie County between Indian River County to the north and Martin County to the south. The City currently occupies 120 square miles and has an estimated population of approximately 225,000. The City is a municipal government and operates under the Council/Manager form of government consisting of a Mayor and four (4) council members. The City is a full-service government including road, parks & recreation, police, animal control, planning & zoning, building permits & inspection, code compliance, and utilities of water and sewer. The City has approximately 1,317 employees.

Under the direction of the City Manager, the Finance Department is responsible for all financial activity of the City and prepares an annual comprehensive financial report each year. The Government Finance Officers Association (GFOA) has awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for 28 consecutive years. Additionally, the GFOA has awarded the Distinguished Budget Presentation Award to the City for 32 consecutive years.

The City has 44 governmental funds, 3 enterprise funds, an internal service fund, and a police pension trust fund. Two component units are blended in the City's financial statements. Additional information concerning the City and the comprehensive annual financial report can be found in the 2021 comprehensive annual financial report on the City's web site www.cityofpsl.com. The City's annual budget is also located on the City's web page.

The Audit fees for the last five years averaged \$93,000, per year. The current auditors have been auditing the City since 2018.

Statement of Need

The City of Port Saint Lucie, Florida, in conformance with Florida Statutes, Section 218.391 (Auditor Selection Procedures) is soliciting proposals from Certified Public Accounting Firms with Governmental Accounting experience to submit a response to Request for Proposal #20230026 Auditing Services for all work and materials needed to provide a complete project and to comply with all specifications, standards and requirements as described in the bid documents and Contract documents. The initial contract term is for five (5) years with the audit for fiscal years ending September 30, of 2023, 2024, 2025, 2026, and 2027 included in this RFP. The contract includes a renewal option that may be negotiated for 1 (one) additional three (3) year term. The firm must be duly licensed under Florida Statutes, Chapter 473 and qualified to conduct audits in accordance with government

auditing standards as adopted by the Florida Board of Accountancy, Rules of the Auditor General and applicable Florida State Statutes, and in accordance with the Yellow Book requirements of the Federal OMB.

Auditing Standards

To meet the requirements of this SRFP the audit will be performed in accordance with:

1. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)
2. Government Auditing Standards issued by the Comptroller General of the United States
3. OMB's Uniform Grant Guidance, "Super Circular" Subpart F Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
4. Federal Single Audit Act, as amended
5. Florida Single Audit Act
6. Rules of the Auditor General, State of Florida
7. Rules of the Florida Department of Financial Services
8. Section 218.39, Florida Statutes and any other applicable Florida Statutes

1.2.1. Scope of Services

1. The auditor will be required to perform an annual examination of the basic financial statements of the City of Port Saint Lucie, Florida, to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles in The United States.
2. The auditor will be required to perform an annual examination of the financial statements of the City of Port Saint Lucie Community Redevelopment Agency a component unit of the City of Port St. Lucie, Florida, to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles in The United States.
3. The auditor will be required to perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
4. The auditor will evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.
5. The auditor will be required to perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.
6. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
7. The auditor is not required to audit the statistical section of the report; however, the auditor will be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
8. The scope of the audit is required to include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.
9. The scope of the audit will encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Uniform Grant Guidance "Super Circular"; other applicable Federal laws; and the Florida Single Audit Act. A single audit is required for the City of Port St. Lucie for each year covered by this contract and requires an opinion from the auditor on the basic financial statements and the reports required from this audit.

10. The auditor will conduct necessary testing to comply with Florida Statutes 218.415 to determine and report upon the City's adherence to our investment policy statement.
11. The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
12. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the Annual Comprehensive Financial Report.
13. The auditor will provide consent letters for the use of the audit opinion when the City issues bonds at no additional cost.
14. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized City of Port St. Lucie personnel, representatives of Federal or State Agencies upon request of that Agency or the City in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination at no charge to subsequent auditors engaged by the City. The auditor and all sub- contractors obtained by the auditing firm will comply with the public record retention and public records request as per Florida Statute 219.0701
15. Upon request of the City an electronic copy of the working paper shall be provided to the City at completion of audit.
16. The auditors agree to notify the City immediately in writing if any regulatory or other government agencies request a review of the audit work papers concerning the City or any other government client audited by the audit firm.

OTHER REQUIREMENTS

1. The auditor agrees to notify the City in writing immediately should any disciplinary actions be taken, or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall be required to make an immediate written report of all irregularities and illegal acts.
2. The City shall reserve the right to approve any "key" members of the audit team.

CITY RESPONSIBILITY

1. The City Finance Department will prepare the Annual Comprehensive Financial Report (ACFR).
2. The City Finance Department will prepare the Schedule of Expenditures of Federal Awards and State Financial Assistance.
3. The Municipal Police Officers Pension Plan is audited by an independent audit or selected by the Police Pension Board of Trustees. A copy of the audit report will be provided to the auditors.
4. The City's accounting system is fully automated. The City's software is Tyler Technologies - Munis, version 19.1, with the plan to upgrade to Munis, version 21.8. CaseWare software is used to prepare the City's year end ACFR report. All personnel in the Finance Division have a dedicated PC. Access to the computer system will be made available to the auditors through the Information Technology Department. The Finance Department Conference Room is available for auditor workspace during the course of the audit. A telephone and internet connectivity are available in the Conference Room. A copier and fax machine are available in the Finance Department. The general ledger accounting, payroll, accounts payable, cash receipts, receivables, building and permitting and utility billing systems are fully automated and interface with the basic financial system. The principal contacts for this audit will include the Finance Director.
5. Paid invoices, canceled checks and other supporting documentation as requested by the auditor.
6. Other information requested by the auditor and mutually agreed upon by the Finance Director.

Deliverables

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following with regard to the basic financial statements of the City of Port St. Lucie:

1. A report on the basic financial statements. This report must include at a minimum:
 - a. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;
 - b. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - c. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
2. A report on compliance and internal control over financial reporting
3. A report on compliance and internal control over compliance applicable to each major federal program and state project.
4. A management letter as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550, which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
5. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
 - a. An "in-relation to" report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - b. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.
6. Irregularities and Illegal Acts—The auditor is required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, City Manager, Chief Financial Officer, or the City Council as appropriate.

PRESENTATION TO COUNCIL

The partner in charge of the audit and the audit manager or other CPA assigned to the audit may be required to attend one or more public meetings as deemed necessary by the City Council for discussion of the audit report.

ADDITIONAL SERVICES

The city may issue one or more official statements for the sale of bonds during the term of this agreement. The official statement will contain the basic financial statements or an extraction from the Annual Comprehensive Financial Report. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the City shall be included in the base fee submitted by the proposer.

AUDIT SCHEDULE ending Fiscal Year 2023

1. Planning conference in July/August
2. Interim audit work completed by September 15
3. Year-end field work completed by January 15
4. Review and comments for ACFR completed by February 15
5. Audit opinion and single audit reports due by March 1

AUDIT SCHEDULE future years

1. Planning conference in June
2. Interim audit work completed by September 1
3. Year-end field work completed by December 31
4. Review and comments for ACFR completed by January 31
5. Audit opinion and single audit reports due by February 15

1.2.2. Minimum Qualifications

The successful firm or individual will be able to demonstrate competency and experience with Auditing Services in the State of Florida. Specifically, the City seeks the following characteristics in a consultant for this project:

1. Commitment of staff to ensure the completion of work in a timely manner.
2. Demonstrated experience, capital and equipment to carry out provisions of the Contract.
3. Demonstrated subject matter expertise.
4. Submission of required licenses and certifications.

1.3. Overview of the RFP Process

The objective of the RFP is to select a qualified contractor to provide the services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all contractors' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be publicly announced, by the [City Clerk's Office](#), to include the names of all participating contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

1.4. Schedule of Events

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFP	As Published on DemandStar	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	May 18 th , 2023	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	May 31 st , 2023	5:00 p.m. ET
Proposals Due/Close Date and Time Proposals Shall Be Delivered To: Office of Management & Budget Procurement Management Division 121 SW Port St. Lucie Blvd., Suite 390 Port St. Lucie, FL 34984	June 8 th , 2023	3:00 p.m. ET Late responses will be rejected
Auditor Selection Committee Meeting	June 21 st , 2023	10:00 a.m. ET
City Council Approval of Auditor Selection Committee Recommendation of Award of RFP	July 10 th , 2023	6:30 p.m. ET
Contract Negotiations	July 11 th – July 18 th , 2023	N/A
City Council Approval of Contract	July 24 th , 2023	6:30 p.m.

1.5. Official Issuing Officer (Procuring Agent)

Nathaniel Rubel, Assistant Procurement Director
nrubel@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called "Bidder", "Proposer", "Contractor", or "Offeror".)
City of Port St. Lucie "City" – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this RFP.
Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

Material Deviation- gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition.

Procurement Management Division (PMD)- The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Responsible- means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in the City's RFP Document may be identified separately in one or more attachments to the RFP.

1.7. Contract Term

The initial contract term is for five (5) years with the audit for fiscal years ending September 30, of 2023, 2024, 2025, 2026, and 2027 included in this RFP. The contract includes a renewal option that may be negotiated for 1 (one) additional three (3) year term.

Unless this RFP states otherwise, the resulting award of the contract does not guarantee volume or a commitment of funds.

2. Instructions to Proposers

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor's submitted pricing.

The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions contractors may have available; rather, the contractors shall propose to meet the City's needs as defined in this RFP. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

By submitting a response to the RFP, the contractor is acknowledging that the contractor:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1 General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

2.1.2. Restrictions on Communicating with Staff / Cone of Silence

From the issue date of this RFP until a City generated Purchase Order is submitted to the contracted proposer (or the RFP is officially cancelled), proposers are not allowed to communicate for any reason with any City staff, elected officials, or members of the Auditor Selection Committee except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this RFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any proposer violating this provision. Further information of this topic can be found on the Cone of Silence and RFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this RFP. No questions other than written will be accepted. No response other than written will be

binding upon the City. All proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this RFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the RFP*

Question #2 Question, *Citation of relevant section of the RFP*

2.1.4. **Attending Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this RFP. Unless indicated otherwise, attendance is not mandatory, although contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the contractor must attend the conference in its entirety to be considered eligible for contract award. The contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. **The City's Right to Request Additional Information – Contractor's Responsibility**

Prior to contract award, the City must be assured that the selected contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such information is required, the contractor will be so notified and will be permitted approximately ten business days to submit the information requested.

2.1.6. **Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Contractors' responses must be complete in all respects, as required in each section of this RFP.

2.1.7. **Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP**. A contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8. **The City's Right to Amend and/or Cancel the RFP**

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without

divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) to Proceed with Negotiations with the Highest Scoring Contractors and/or Intent to Award (NOIAs) will be posted on DemandStar. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this RFP at any time.**

2.1.9. Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. City shall have the right to request the removal of a subcontractor from the Contract with or without cause.

2.1.10. Proposal of Additional Services

If a proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of the City.

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

2.1.12. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a contractor is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions

Firms shall submit one (1) original, one (1) electronic version, and three (3) copies of the response to PMD at the time and date specified in Section 1.4 "Schedule of Events." Time is of the essence and any proposals received after the time and date specified in Section 1.4 "Schedule of Events," whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock located in the PMD office.

Proposals shall be placed in sealed envelopes, marked with the firm name, RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for ensuring that their proposal is stamped by PMD personnel by the deadline indicated.

Responses must be identified as: RFP #20230026 Auditing Services

2.2.1. Preparing Proposal for Submission

Each Proposer is required, before submitting its Proposal ("Proposal"), to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to ensure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

All Proposals must be typed or written in ink and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to properly sign the Proposal shall be cause for rejection of proposal. Proposals shall be presented in a clear and concise format, on 8 1/2" x 11" papers, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. The Proposer is asked to limit marketing materials and excess verbiage yet, sufficiently describe their qualifications, cost, and other information pertinent for evaluation. Only one proposal may be submitted by each Proposer.

The original Proposals must be enclosed in a document/binder labeled as the **"original"**. **Proposal documents in the "original" submittal shall be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company.** Original signatures are required where indicated in the original proposal documents; photocopies are not accepted. The City's evaluation of the Proposal's compliance with the requirements of this RFP shall be based solely on the Proposal marked as "original", regardless of whether the submitted copies or electronic version comply. Failure of the "original" Proposal to comply with the requirements of this RFP may be cause for disqualification or rejection of Proposal.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer.

Proposals shall be placed in sealed envelopes, marked with the Proposer firm's name, RFP number, RFP title, deadline date and hour for receipt of Proposals.

2.2.2. RFP Review

The RFP consists of the following: this document, entitled "PSL RFP Document", and any and all information included in the RFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Proposal Format

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page:

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Tab 1 – Table of Contents:

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 2 – Cover Letter:

Provide a statement indicating the consultant's desire to be considered for the project signed by a principal of the firm. Include a summary statement explaining how the firm is qualified for the project and detailing the reasons that the firm should be selected.

Tab 3 – Background and Experience:

The response shall contain a summary of the firm's or team's background, capabilities, experience, and qualifications for this task. Provide an organizational chart for the project listing key staff and/or any sub consultants expected to work on the project. Include the resumes of all staff who will be involved in this project and identify what role each staff person will play and areas of expertise.

Tab 4 – References:

Please provide three (3) Professional references using Attachment I, including contact person(s), phone numbers, and email address.

Tab 5 – Approach to Project:

Approach to project: Please describe the approach and projected schedule that is proposed for the development of the requested Auditing Services.

Tab 6 – Timetable:

Provide a project schedule and identify key tasks and percent completion within each timeframe as well as the corresponding payment schedule. Identify key junctures where meetings would occur and the purpose of the meetings. Note: any draft documents for review at a meeting must be provided not less than one week in advance of the meetings.

Tab 7 – List of Similar Projects:

In a table format, please provide a list of similar projects undertaken by the firm in the past five years, the project lead, and which other team members were assigned to the project.

Tab 8 – Cost Breakdown:

Please provide a cost breakdown for the initial contract term of five (5) years with the audits for fiscal years ending September 30, of 2023, 2024, 2025, 2026, and 2027.

Tab 9 – Resources:

Identification of what resources the consultant will require from the City.

Tab 10 – Additional Tasks:

Identification of any additional tasks that are not identified in this Request for Proposals but are recommended by the respondent along with relevant justification thereto.

Tab 11 – Additional Required Proposal Submittal Forms:

- a) Attachment A – Contractor's General Information Work Sheet
- b) Attachment B – Cone of Silence Form
- c) Attachment C – Contractor's Code of Ethics
- d) Attachment D – Drug-Free Workplace Form
- e) Attachment E – E-Verify Form
- f) Attachment F – Non-Collusion Affidavit
- g) Attachment G – Vendor Certification Regarding Scrutinized Companies Form

3. General Insurance, Bonding and Permit Requirements

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor's submitted pricing.

3.1. Indemnification and Insurance Requirements

The Advisor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Advisor and persons employed or utilized, including any independent Advisors or subAdvisors by the Advisor in the performance of this contract. As consideration for this indemnity provision the Advisor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Advisor shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Advisor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Advisor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Advisor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

Commercial General Liability Insurance: The Advisor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory.

Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent Advisors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability and Cyber Liability policies, and a Loss Payee for the Crime policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Contract #20230026 Auditing Services shall list as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Advisor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Automobile Liability Insurance: The Advisor shall agree to maintain Business Automobile Liability Insurance at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Advisor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Advisor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Advisor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$5,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Advisor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Advisor warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Advisor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided

Cyber Liability Insurance: Consultant shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis

Waiver of Subrogation: The Advisor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Advisor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Advisor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Advisor to ensure that all independent Advisors and sub-Advisors comply with the same insurance requirements referenced herein. It will be the responsibility of the Advisor to obtain Certificates of Insurance from all independent Advisors and subAdvisors listing the City as an Additional Insured without the language "when required by written contract". If Advisor, independent Advisor or subAdvisor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Advisor/independent Advisor/subAdvisor.

The Advisor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better. When a self insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Advisor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

3.2. Bonds and/or Letter of Credit
Bonds are not required.

3.3. Permits/Licenses

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation the City may or may not elect to negotiate technical factors as further described in the RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the RFP as described further in Section 6.7 "Public Award Announcement" of this RFP.

4.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 1.4 Schedule of Events.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required documents.

4.2. Evaluating Proposal Factors

If the contractor's proposal passes the Administrative/Preliminary Review, the contractor's proposal will be submitted to the Evaluation Team for evaluation.

4.2.1. Review of Proposals

The Evaluation Team will review each proposal in detail to determine its compliance with the RFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 "Scoring Criteria" of this RFP.

The contractor will receive a total score at the conclusion of the evaluation of the RFP Evaluation Factors.

4.3. Scoring Criteria

The proposal will be scored in the following manner:

Category	Points
Firm Experience	25 points
Ability of Personnel	25 points
Ability to Furnish the Required Services Including the number of employees assigned to the audit and their expertise.	30 points
Price	15 points
Local Preference (City Ord. Sec. 35.12)	5 points
Total	Maximum 100 points

4.4. Local Preference in Purchasing or Contracting (Sec. 35.12, Ord. No. 10-26)*

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
 - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total score of the local business.
 - b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."
2. Limitations:
 - a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
 - b. The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - c. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
 - d. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.
 - e. The provisions of this section shall not be applied to any procurement where the local nature of a business has been addressed through the scoring criteria.

* Please review [\(Sec. 35.12, Ord. No. 10-26\)](#) for the full governing ordinance

4.5. Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the contractor's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

4.5.1. Overview of Negotiations

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached, there are no qualified firms remaining, or the RFP has been cancelled.

4.5.2. Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

1. **Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing:
 - a. the general purpose and scope of the negotiations;
 - b. the anticipated schedule for the negotiations; and
 - c. the procedures to be followed for negotiations.
2. **Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.

4.5.3. Competitive Range

If the City elects to negotiate pursuant to Section 4.5, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked contractors as determined by the Total Score.

4.5.4. Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with the contractors. However, whether or not the City engages in verbal discussions, any revisions the contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

4.6. Selection and Award

The responsive and responsible contractor(s) receiving the highest Scored proposal and with whom the City is able to reach agreement as to contract terms will be selected for award.

4.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the contractor's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with

Contractor's name, RFP number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.8. Public Announcement

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Contractor(s) or Notice of Intent to Award by the City Clerk's Office. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE CITY CLERK'S WEBSITE FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONTRACTOR(S) AND/OR THE NOIA.

5. Contract Terms and Conditions

The contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful contractor's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from DemandStar. The successful contractor's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor(s) and any subsequent revisions to the awarded contractor's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the contractor to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the contractor's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Contractors should plan on all expressed requirements within this RFP, and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

Exception to Contract

By submitting a proposal, each contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change. If a contractor takes exception to a Contract Provision or Solicitation Requirement, the contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the contractor's response in Tab 8. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The City reserves the right to proceed to discussions with the next best ranked contractor.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Contractor attached hereto), the RFP (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the RFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

6. List of RFP Attachments

The following documents make up this RFP. Please see Section 2.2.2 "RFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

❖ RFP # 20230026 (this document)

Attachments:

- Attachment A – Contractor's General Information Work Sheet
- Attachment B – Cone of Silence Form
- Attachment C – Contractor's Code of Ethics
- Attachment D – Drug-Free Workplace Form
- Attachment E – E-Verify Form
- Attachment F – Non-Collusion Affidavit
- Attachment G – Vendor Certification Regarding Scrutinized Companies Form
- Attachment H – Sample Contract
- Attachment I – PSL Reference Check Form



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Solicitation Addendum Form

Solicitation Number: RFP 20230026	Solicitation Title: Auditing Services
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
e-mail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 1	Date: 05/31/2023

Questions and Answers

1. Can you please provide a copy of the last auditor's contract?
Response: Yes, a copy of the last auditor's contract and amendments (1) have been attached as part of this addendum.
2. Please provide the auditor's last engagement letter.
Response: Yes, a copy of the auditor's last engagement letter has been attached as part of this addendum.
3. Can the previous auditors bid again?
Response: Yes, the previous auditors are eligible to submit a proposal and be considered for award.
4. Why is the City requesting proposals for Auditing Services at this time?
Response: The City is requesting proposals for Auditing Services at this time because the City's current contract expires 09/30/2023.
5. How much were the audit fees for each of the last three (3) years? If possible, please provide separate fee for financial statement audit, federal single audit, and state single audit.
Response: The audit fees for each of the last three (3) years was \$93,800.00 each year.
6. What is the budget for the FYE 2023 audit?
Response: The Budget for the FY23 audit is \$93,800.00.
7. How long were the auditors in the field for preliminary and for final? (Actually in the field pre-COVID (preferable) or completing remote fieldwork since COVID.)
Response: Total hours for the FY21 audit were 1,448 hours.



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8. What months were the auditors in the field for preliminary and final? (Actually in the field pre-COVID (preferable) or completing remote fieldwork since COVID.)
Response: Please refer to the Audit Schedule found in Section 1.2.1 of the RFP documents.
9. If known, what were the auditor's total hours?
Response: Unknown.
10. Does the organization expect changes in federal, state, or local funding that will impact reporting requirements?
Response: No.
11. Has there been a change in finance/accounting department key personnel in the last two (2) years?
Response: No.
12. Did the entity implement any new financial software or new components of existing software in the last two (2) fiscal years?
Response: No.
13. When will the books be closed and when will the auditors be able to get the final trial balance?
Response: December 2023.
14. How many adjusting entries were booked based on the audit work performed in each of the last two (2) years?
Response: 15.
15. Is the audit fieldwork expected to be performed on-site or remotely? Does the entity have a preference?
Response: The audit fieldwork is expected to be performed through a hybrid approach. The City has no preference.
16. Was the auditor engaged to perform any additional services in the last two (2) years? If so, what were the specific services and what were the fees for each specific service?
Response: No, the auditor was not engaged to perform any additional services in the last two (2) years.
17. Who, specifically, will make up the evaluation committee?
Response: The Auditor Selection Committee is made up of three (3) members as follows: Mayor Shannon M. Martin – Chair, Russ Blackburn – City Resident, and Dan Wire – City Resident.



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18. Are there any specific forms or attachments to be submitted?
Response: Please refer to Section 2.2.3. – Proposal Format, for what should be submitted with the proposal.
19. Will the City consider not requiring an original copy with wet (ink) signatures? (Proposals are, typically, done electronically in their entirety post COVID.)
Response: No.
20. Does the current auditor prepare the ACFR?
Response: No.
21. How long has the current auditor been performing this audit?
Response: The current auditor has been performing this audit for five (5) years.
22. Are there any points awarded in the Evaluation Criteria for any of the following: local business preference (and if so, in what areas), MWBE or SBE certification (and if so, what certifications does the City accept)?
Response: Please refer to Section 4.3. – Scoring Criteria, for the evaluation criteria and how they will be scored.
23. Does the City expect to meet the requirements for a Federal Single Audit?
Response: Yes.
24. Does the City expect to meet the requirements for a Florida Single Audit?
Response: Yes.
25. *Are there any material current events that will affect the City during the first fiscal year of the contract (lawsuits, debt issuances, changing software, new programs, loss/gain of major funding source...)?*
Response: No.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Assistant Procurement Director

MEMORANDUM

DATE: August 30, 2018
TO: ****ORIGINAL****
CITY CLERK
FROM: Shelby Dolan
Procurement Management Department
SUBJECT: Record Retention

CONTRACT: #20180184
CONTRACT TITLE: Auditing Services

VENDOR NAME: Carr, Riggs & Ingram, LLC
VENDOR ADDRESS: 33 Southwest Flagler Ave.
CITY & STATE: Stuart, FL 34994

APPROVED BY COUNCIL: August 27, 2018
7m)- CARR, RIGGS & INGRAM, LLC, AUDITING SERVICES NECESSARY TO
PREPARE THE COMPREHENSIVE ANNUAL FINANCIAL REPORTS (CAFR),
#20180184, \$469,000 TOTAL CONTRACT COST FOR 5 YEAR CONTRACT
PERIOD, WITH NO OPTION TO RENEW, FINANCE DEPARTMENT,
PROCUREMENT MANAGEMENT

CONTRACT TERM: 09/01/2018 through 09/30/2023, with no option to renew.

Please see the attached for (1) original copy for your files.

Thank you.

**CITY OF PORT SAINT LUCIE
CONTRACT #20180184**

This is a Time and Expense CONTRACT, executed this 30 day of August 2018, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, **CARR, RIGGS, & INGRAM LLC**, 33 Southwest Flagler Avenue, Stuart, Florida 34994, Telephone No. (772)283-2356 , Fax No. (772)287-1887, hereinafter called "Consultant", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I

NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Consultant has agreed to perform pursuant to SRFP-bid #20180184 for Auditing Services and all addenda.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Consultant:	Carr, Riggs & Ingram, LLC Attn: Christine E. Noll-Rhan 33 Southwest Flagler Ave. Stuart, FL 34994 Telephone: 772-283-2356 Fax: 772-287-1887 Email: cnollrhan@cricpa.com
City Contract Administrator:	Procurement Management Department Attn: Lenora Sevillian, MBA, CIPP, CPPP, CPCMM Division Director City of Port St. Lucie 121 SW Port St. Lucie, Blvd. Port St. Lucie, FL. 34984 Telephone 772-871-7390 Fax 772-871-7337 Email: lsevillian@cityofpsl.com
City Project Manager:	Jeff Snyder Chief Financial Officer Telephone #772-871-7391 Email: jsnyder@cityofpsl.com

Description of Services

The Consultant shall provide Auditing Services as per below:

AUDITING STANDARDS

To meet the requirements of this SRFP the audit will be performed in accordance with:

1. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)
2. Government Auditing Standards issued by the Comptroller General of the United States
3. OMB's Uniform Grant Guidance, "Super Circular" Subpart F Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
4. Federal Single Audit Act, as amended
5. Florida Single Audit Act
6. Rules of the Auditor General, State of Florida
7. Rules of the Florida Department of Financial Services
8. Section 218.39, Florida Statutes and any other applicable Florida Statutes

SCOPE OF WORK

1. The auditor will be required to perform an annual examination of the basic financial statements of the City of Port Saint Lucie, Florida, to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles in The United States.
2. The auditor will be required to perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
3. The auditor will evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.
4. The auditor will be required to perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.
5. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
6. The auditor is not required to audit the statistical section of the report; however, the auditor will be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

7. The scope of the audit is required to include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.
8. The scope of the audit will encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Uniform Grant Guidance "Super Circular"; other applicable Federal laws; and the Florida Single Audit Act. A single audit is required for the City of Port St. Lucie for each year covered by this contract and requires an opinion from the auditor on the basic financial statements and the reports required from this audit.
9. The auditor will conduct necessary testing to comply with Florida Statutes 218.415 to determine and report upon the City's adherence to our investment policy statement.
10. The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
11. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report.
12. The auditor will provide consent letters for the use of the audit opinion when the City issues bonds at no additional cost.
13. The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized City of Port St. Lucie personnel, representatives of Federal or State Agencies upon request of that Agency or the City in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination at no charge to subsequent auditors engaged by the City. The auditor and all sub- contractors obtained by the auditing firm will comply with the public record retention and public records request as per Florida Statute 219.0701
14. Upon request of the City an electronic copy of the working paper shall be provided to the City at completion of audit.
15. The auditors agree to notify the City immediately in writing if any regulatory or other government agencies request a review of the audit work papers concerning the City or any other government client audited by the audit firm.

OTHER REQUIREMENTS

1. The auditor agrees to notify the City in writing immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall be required to make an immediate written report of all irregularities and illegal acts.
2. The City shall reserve the right to approve any "key" members of the audit team.

CITY RESPONSIBILITY

1. The City Finance Department will prepare the Comprehensive Annual Financial Report (CAFR).
2. The City Finance Department will prepare the Schedule of Expenditures of Federal Awards and State Financial Assistance.

3. The Municipal Police Officers Pension Plan is audited by an independent audit or selected by the Police Pension Board of Trustees. A copy of the audit report will be provided to the auditors.
4. The City's accounting system is fully automated. The City's software is Tyler Technologies - Munis, version 10.5. CAFRONline software is used to prepare the City's year end CAFR report. All personnel in the Finance Division have a dedicated PC. Access to the computer system will be made available to the auditors through the Information Technology Department. The Finance Department Conference Room is available for auditor workspace during the course of the audit. A telephone and internet connectivity is available in the Conference Room. A copier and fax machine are available in the Finance Department. The general ledger accounting, payroll, accounts payable, cash receipts, receivables, building and permitting and utility billing systems are fully automated and interface with the basic financial system. The principal contacts for this audit will include the Chief Financial Officer.
5. Paid invoices, canceled checks and other supporting documentation as requested by the auditor.
6. Other information requested by the auditor and mutually agreed upon by the Chief Financial Officer.

DELIVERABLES

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following with regard to the basic financial statements of the City of Port St. Lucie:

1. A report on the basic financial statements. This report must include at a minimum:
 - a. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;
 - b. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - c. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
2. A report on compliance and internal control over financial reporting
3. A report on compliance and internal control over compliance applicable to each major federal program and state project.
4. A management letter as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550, which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
5. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
 - a. An "in-relation to" report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - b. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.

6. Irregularities and Illegal Acts—The auditor is required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, City Manager, Chief Financial Officer, or the City Council as appropriate.

PRESENTATION TO COUNCIL

The partner in charge of the audit and the audit manager or other CPA assigned to the audit may be required to attend one or more public meetings as deemed necessary by the City Council for discussion of the audit report.

ADDITIONAL SERVICES

The city may issue one or more official statements for the sale of bonds during the term of this agreement. The official statement will contain the basic financial statements or an extraction from the Comprehensive Annual Financial Report. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, “comfort letters” and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the City shall be included in the base fee submitted by the proposer.

SECTION II **TIME OF PERFORMANCE**

Contract period shall start with the audit of fiscal year of 2018 and terminate with the audit fiscal year of 2022. Contract term is for five (5) years. Actual work time frame is outlined as per below schedule. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

AUDIT SCHEDULE ending Fiscal Year 2018

1. Planning conference in September
2. Interim audit work completed by December 15
3. Year-end field work completed by January 15
4. Review and comments for CAFR completed by February 15
5. Audit opinion and single audit reports due by March 1

AUDIT SCHEDULE future years

1. Planning conference in September
2. Interim audit work completed by December 1
3. Year-end field work completed by January 1
4. Review and comments for CAFR completed by January 31
5. Audit opinion and single audit reports due by February 15

SECTION III **COMPENSATION**

This is a Lump Sum Contract. The total amount to be paid by the City to the Consultant is \$469,000.00. All Lump Sum Amounts are “*NOT TO EXCEED*” amounts. The City will not pay for out-of-pocket expenses (Office & Utilities), sub-consultant fees or any reimbursable expense. The Consultant fees for Auditing Services:

**Total is a Lump Sum amount that is a Fixed Fee and no additional fees will be paid for the specifications defined within this contract and SRF #20180184 and all addenda.*

Consultant VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expenses. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Consultant will be provided this account number to process payments.
2. A purchase order to the Consultant for this project may not be issued.
3. The Consultant will send the Project Manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Consultant to proceed with placing the charge on the BOA specified account.
6. The Consultant may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Consultant with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Consultant shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

A Visa Order Form or Purchase Order constitutes as the Notice to Proceed.

SECTION IV **RENEWAL OPTION**

This contract is for five (5) years with no renewal options. The City may ask for a provisional extension of up to six (6) months to allow for the transition associated with the new solicitation process for a new contract and the on boarding of a new Consultant. Therefore, this contract shall not be extended for Auditing Services past the fiscal year auditing cycling ending September 30, 2023.

NOTE: City may exercise the option to enact the provisional extension by submitting a written submission three (3) months prior to the termination of the Contract period.

SECTION V **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VI **INDEMNIFICATION/HOLD HARMLESS**

Consultant agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subcontractors or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subcontractors or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. As consideration for this indemnity provision the Consultant shall be paid the one time only sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract.

SECTION VII **SOVERIEGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION VIII **INSURANCE**

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insurer clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20180184 Auditing Services shall be listed as additionally insured.**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Consultants and Sub-Consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Professional Liability: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Crime Insurance: Consultant shall agree to maintain Crime Insurance in limits not less \$2,000,000 per loss for employee theft, theft of monies and securities, forgery or alteration, and funds transfer fraud. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Cyber Liability: Consultant shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

Waiver of Subrogation: The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent Consultants and/or sub-Consultants comply with the same insurance requirements referenced above.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer,

or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

SECTION IX **ACTS OF GOD**

The Consultant shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Consultant for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and Sub-Consultant, shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and Sub-Consultant, are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1) (a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (<http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedule/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. The Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when observations are required.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image – The Consultant's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Consultant involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Consultant(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Consultant and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Consultant shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Consultant(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Consultant.

Contractual Relations - The Consultant(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Consultant of the Consultant(s).

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

SECTION XV **ASSIGNMENT**

Consultant shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

The obligation to provide further services under this Contract may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

SECTION XVII **LAW, VENUE AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XVIII **APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XIX **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of Section 287.055, Florida Statutes, the Consultant agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XX **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXII

PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXII
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Consultant shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXIII
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXIV
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXV
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXVI
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Balance of Page Left Blank

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CARR, RIGGS & INGRAM, LLC

By: [Signature]
City Purchasing Agent

By: [Signature]
Authorized Representative

State of: Florida

County of: Brevard

Before me personally appeared: Christine Noll-Rhan
(Please print)

Please check one:

Personally known
Produced Identification:
(Type of identification)

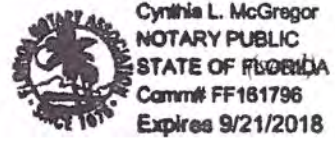
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 30 day of August, 2018.

[Signature]
Notary Signature

Notary Public State of Florida at Large.

My Commission Expires 9/21/18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Insurance Services 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company (CNA)	
INSURED Carr, Riggs & Ingram, LLC 901 Boll Weevil Circle Enterprise, AL 36330	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

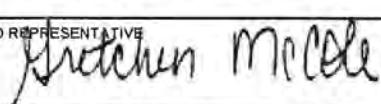
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance		ABF-188082305	08/07/18	08/07/19	\$1,000,000 per claim and in the annual aggregate *Limits are as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie, Florida 121 S.W. Port St. Lucie Blvd Port St. Lucie FL 34984-5099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MEMORANDUM

DATE: January 26, 2023

TO: ****ORIGINAL****
CITY CLERK

FROM: Robyn Holder 
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20180184 Amendment #1
CONTRACT TITLE: Auditing Services

VENDOR NAME: Carr, Riggs & Ingram, LLC
VENDOR ADDRESS: 33 Southwest Flagler Ave.
CITY & STATE: Stuart, FL 34994

APPROVED BY COUNCIL: August 27, 2018
7m)- CARR, RIGGS & INGRAM, LLC, AUDITING SERVICES NECESSARY TO
PREPARE THE COMPREHENSIVE ANNUAL FINANCIAL REPORTS (CAFR),
#20180184, \$469,000 TOTAL CONTRACT COST FOR 5 YEAR CONTRACT
PERIOD, WITH NO OPTION TO RENEW, FINANCE DEPARTMENT,
PROCUREMENT MANAGEMENT

CONTRACT TERM: 09/01/2018 through 09/30/2023, with no option to renew.

APPROVED BY COUNCIL: N/A.
Amendment #1 - \$24,000.00 for additional hours





CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	Carr Riggs & Ingram
Solicitation No./Event ID:	20180184
Solicitation Title/Event Name:	Auditing Services
Contract Award Date:	08/27/2018
Initial Current Contract Term:	09/01/2018 through 09/30/2023 with no option to renew
Current Contract Expiration Date:	09/30/2023
Requested Contract Expiration Date:	09/30/2023
Initial Contract Amount:	\$469,000.00
Current Contract Amended Amount:	\$469,000.00
Requested Financial Change Amount:	\$24,000.00
New Contract Amount:	\$493,000.00
Amendment No.:	1
Amendment Type:	Increase of Commodities

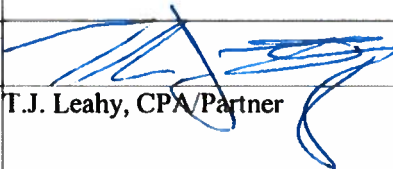
WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

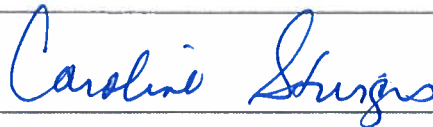
1. Due to significant turnover in key positions at the City, Carr Riggs & Ingram has had to invest approximately 175 additional hours in auditing services in the areas of planning (including information technology general controls and the evaluation of internal controls over financial reporting), fieldwork, and federal and state single audit.
 - The additional 175 hours is approximately \$24,000.00 in compensation.
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Carr, Riggs & Ingram, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	T.J. Leahy, CPA/Partner
Date:	1/19/23
Company Address:	33 SW Flagler Avenue, Stuart, Florida 34994

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	1/27/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, Florida 32940

(321) 255-0088
(321) 259-8648 (fax)
www.cricpa.com

August 27, 2018

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

We are pleased to confirm our understanding of the services we are to provide City of Port St. Lucie for the years ending September 30, 2018, 2019, 2020, 2021 and 2022. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Port St. Lucie as of and for the years ending September 30, 2018, 2019, 2020, 2021 and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Port St. Lucie's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Port St. Lucie's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Required Supplementary Pension and OPEB Information.
- 3) Budgetary comparison schedules.

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

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
Page Two

- 1) Schedule of expenditures of federal awards and state financial assistance.
- 2) Combining and individual financial statements for nonmajor fund.

The following other information 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 other information.

- 1) Introductory Section
- 2) Statistical Section

We will also examine City of Port St. Lucie's compliance with Florida Statute, 218.415 *Local Government Investment Policies* for the years ending September 30, 2018, 2019, 2020, 2021 and 2022.

The objective of our examination is to obtain reasonable assurance to express an opinion as to whether the City of Port St. Lucie's complied, in all material respects, with Florida Statute 218.415.

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

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

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

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

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

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
Page Three

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

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

Audit Objectives

The objective of our audit is the expression of opinions as to whether your 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 supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards and state financial assistance 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 *state financial assistance (Florida Single Audit Act)*.

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 results of that testing, and not to provide an opinion on the effectiveness of the entity'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 Florida Single Audit Act 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 Uniform Guidance and the Florida Single Audit Act. Both reports will state that the report is not suitable for any other purpose.

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
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Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the Florida Single Audit Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council of City of Port St. Lucie. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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 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 management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of 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 on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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,

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
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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 award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, 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 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 Florida Single Audit Act, 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 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 Florida Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance, and the Florida Single Audit Act.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Port St. Lucie's compliance with provisions of applicable laws, 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 Florida Single Audit Act 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 state financial assistance applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Florida Single Audit Act for the types of compliance requirements that could have a direct and material effect on each of City of Port St.

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
Page Six

Lucie's major programs. The purpose of these procedures will be to express an opinion on City of Port St. Lucie's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

Other Services

We will also assist in preparing the data collection form in conformity with the Uniform Guidance and based on information provided by you. This nonaudit service does not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are not limited to data collection form preparation services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, 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 management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, 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 statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also 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 you are 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 the Florida Single Audit Act, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

Honorable Mayor and the Members of the City Council
City of Port St. Lucie
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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and the Florida Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal 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.

You are responsible for identifying all federal awards and state financial assistance 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 the Florida Single Audit Act. 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 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 and state financial assistance in accordance with the Uniform Guidance and the Florida Single Audit Act; (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 Florida Single Audit Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other 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);

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and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit 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 studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the preparation of the data collection form, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the data collection form and that you have reviewed and approved the data collection form prior to its submission and have accepted responsibility for it. 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.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Engagement Administration, Fees, and Other

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

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal

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City of Port St. Lucie
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awards and state financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to City of Port St. Lucie; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

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

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

Christine E. Noll-Rhan is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Carr, Riggs & Ingram, LLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services will be \$92,000 for the first two years, 2018 and 2019, for the financial statement audit and single audits and \$95,000 for the last three years, 2020, 2021 and 2022, including out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies,

work may be suspended if your account becomes 15 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is

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based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

By mutual agreement of both parties, this contract can be extended beyond this initial contract period.

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

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

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

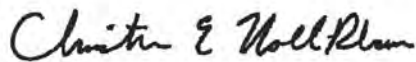
Arbitration and Mediation

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

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

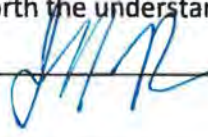
Very truly yours,



Christine E. Noll-Rhan, CPA
Partner
Carr, Riggs & Ingram, LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Port St. Lucie.

Management signature:  _____

Title: CFO _____

Date: 8-31-18 _____



Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, Florida 32940
(321) 255-0088
(321) 259-8648 (fax)
www.cricpa.com

September 26, 2022

City of Port St. Lucie
121 S. W. Port St. Lucie Blvd.
Port St. Lucie, Florida 32984

Re: Audit for year ending September 30, 2022

Dear Honorable Mayor and the Members of the City Council:

This letter constitutes an addendum to our original letter dated August 27, 2018. The purpose of this letter is to outline additional disclosures related to the use of third party providers as follows.

Disclosure

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

All the terms of our original engagement letter will apply to this addendum. Please sign and date and return to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

Accepted by:

Signature: *[Signature]* Title: *Finance Director*

Date: *10/13/22*