



CITY OF WEST PARK External Audit Services Agreement

THIS AGREEMENT is entered into this ____ day of ____ 2024 between the City of West Park ("City") and _____ (hereinafter "Firm" or "____").

WHEREAS, the City seeks to retain the services of Firm as an independent contractor to provide external auditing services; and

WHEREAS, The City is charged with the responsibility of controlling the disbursement and collecting public funds; and

WHEREAS, the City put forth its Request for Proposals (RFP) #25-0207 (Exhibit "A" this this Agreement) for External Audit Services; and

WHEREAS, on _____ 2024, the Audit Committee of the City ranked _____ the top candidate to provide External Audit Services to the City; and

WHEREAS, _____ performs auditing services for many governmental entities, including other cities and is capable of providing high level review services for the City at a reasonable cost; and

WHEREAS, _____ desires to be associated with the City by performing solicited services as requested in RFP #25-0207 and _____ response to same

NOW THEREFORE, in consideration of the premises and the mutual covenants herein City and Firm mutually agree as follows:

1. This Agreement shall be effective as of _____.
2. The City retains _____ as an independent contractor to perform External Auditing Services (hereinafter "Services").
3. Firm shall perform required services in an amount not to exceed the Costs of Services set forth in _____'s Response to RFP #25-0207 (Exhibit "B" to this Agreement). Said fee shall be the entire compensation for any and all services rendered by _____ hereunder, except that _____ may be reimbursed for reasonable and minimal expenses incurred if City approves such expenses in writing in advance of their occurrence.
4. Firm agrees to conduct an evaluation of internal controls, including accounting systems and specific control procedures and assess the extent to which the controls can be relied upon to ensure accurate information and compliance with the applicable laws and regulations.
5. Firm agrees to perform the requested services consistent with the objectives set forth in the Exhibit "A", which is the Request for Proposals (RFP) for External Audit Services and Exhibit "B" which is _____'s response and further agrees that the exhibits are incorporated and otherwise considered a part of this Agreement.
6. _____ agrees to furnish to the City with written progress reports at such times and with such frequency as the City may reasonably request and as specified in the applicable RFP.
7. _____ agrees to use best efforts, attention, knowledge and skill in carrying out Services.
8. _____ acknowledges the importance of timely completing the Services as set forth in this Agreement and further agrees that time is of the essence in all matters relating to fulfilling the obligations of this Agreement.
9. The City shall not have any obligation hereunder to provide the _____ or its dependents with medical, health, pension or any other employee benefits.

10. _____ acknowledges and agrees that it shall be solely and exclusively its obligation and responsibility to report to the appropriate governmental agencies and other authorities all compensation received by Firm hereunder and to report and pay all taxes or impositions thereon. _____ shall indemnify and hold harmless the City for and against any and all claims, damages, losses or obligations asserted or imposed against the City by any other entity or person in connection with the payment or recovery of such sums.

11. The City expressly reserves the right, at any time or for any reason whatsoever, to retain any other firm to perform services that are similar or identical to the Services being performed by _____.

12. Firm acknowledges that, in the course of performing the Services, it may originate, develop, receive or otherwise become aware of knowledge and confidential information concerning the City and such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Firm or of which Firm may otherwise become aware are and shall be and remain the confidential information of the City ("Confidential Information"). The Firm shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. Firm further acknowledges that, in the course of performing the Services, it may have access to certain other information that relates, directly or indirectly, to the City or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). This paragraph shall not apply to appropriately secured public records as defined by Chapter 119, Florida Statutes.

13. _____ agrees to hold such Confidential Information and Proprietary Information in strict confidence; not to disclose such Confidential Information and Proprietary Information with others or use the same in any way, commercially or otherwise, except in performance of the Services at any time without the prior written consent of the City; to take all actions reasonably necessary to protect the confidentiality of the information⁴¹⁴. 15. 16. 17. 18. 19. and, at termination of this Agreement, to return all Confidential Information and Proprietary Information to the City whether written, printed, machine readable or in any other form whatsoever.

14. All services provided by _____ are deemed Services done for hire. The City shall be deemed to be the absolute and unqualified owner of and Firm hereby assigns to the City all rights, title and interests in and to any and all work product furnished to the City including, but not limited to, any developments, additions, or enhancements to the City's Proprietary Information provided by Firm while engaged by the City.

15. The City shall not be under any obligation to use Firm's name or give Firm credit of any kind for any of the Services performed or work product prepared or furnished by Firm, nor may Firm use the City's name or trademark in any manner, expressly or implied, which might tend to convey the impression that Firm's services indicate an endorsement by the City of Firm's services, without the prior written consent of the City.

16. It is understood and agreed that Firm's relationship with the City is not to exercise supervision of _____ in the performance of the Services nor shall the City require _____'s compliance with detailed orders or instructions, it being intended that Firm shall serve as an independent contractor to the City with the time, manner and place of performance of the obligations required by this Agreement, in the sole discretion and judgment as an independent Firm.

17. All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years after the completion date of the audit, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor will be required to make their working papers available, upon request, to the following parties or their designees: City of West Park; U.S. Department of Housing and Urban Development; U.S. General Accounting Office (GAO); parties designated by the federal or state governments or by the City of West Park as part of an audit quality review process; Auditors of entities of which the City of West Park is a sub-recipient of grant funds. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

18. Firm acknowledges and agrees that it does not have the authority to bind or attempt to bind the City by contract or otherwise, or to represent to third parties that Firm has any right to so bind the City or to use the City's name in any connection of or for any purpose whatsoever.

19. Firm shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City Administrator. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City Administrator's Office prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced in writing by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Insurance shall be secured by _____ as follows:

Workers' Compensation Insurance – as required by law or greater and with subrogation waived.

Employer's Liability Insurance - \$2,000,000 per occurrence with the City and its officers and employees named as an additional insured.

Professional Liability Insurance – \$5,000,000 per occurrence, \$5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage. with the City and its officers and employees named as an additional insured

20. The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy. The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

21. The firm agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The Firm further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters. _____ further agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the Firm's negligent acts, errors, or omissions. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this paragraph, provide for indemnification by the Firm and that specific consideration may be necessary. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Firm. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

22. This Agreement is personal in nature to _____ and the rights and obligations of _____ may not and shall not be assigned, subcontracted, delegated or otherwise transferred by Firm by operation of law or otherwise.

23. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State. The parties further agree to abide by all applicable Federal and State law and applicable City policies.

25. If the auditor fails to properly perform the conditions of the contract, in the sole opinion of the City, the City will communicate to the auditor in writing the problem(s) that exist. The auditor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the City may immediately cancel the contract by advising the firm in writing.

26. If the proposer fails to perform the conditions of the agreement as specified and as interpreted by the Administrator, the Administrator shall provide written notice of such violation. The City reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice, unless otherwise provided in the contract. Termination and cancellation of any agreement will not relieve the proposer for work rest which was to be completed prior to the termination or cancellation of the agreement. The City Commission shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due. This agreement may not be terminated by the proposer unless otherwise provided in the contract.

27. All agreements and covenants herein are severable, and in the event any one of them shall be held to be invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

28. If a court of competent jurisdiction holds the City of West Park liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought as a result of this Contract.

29. It is the intention of the parties that this Agreement supersedes all prior agreements, representations and understandings and that it shall not be modified or amended in any respect except in a writing signed by both parties.