

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2025-34**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE AUDITOR SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-11, A REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH CBIZ CPAS P.C. OF KANSAS CITY, MISSOURI.

WHEREAS, First, the Indian Trace Development District (the "ITDD") and the Bonaventure Development District (the "BDD") are dependent special districts of the City of Weston ("City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both BDD and the ITDD; and

WHEREAS, Third, Section 218.39, Florida Statutes requires an annual financial audit of City accounts and records by an independent certified public accountant retained by the City Commission; and

WHEREAS, Fourth, the City Charter, Section 4.08, also provides for an independent annual audit of all City accounts; and

WHEREAS, Fifth, funding is appropriated within the Fiscal Year 2025 General Fund Budget; and

WHEREAS, Sixth, the City's engagement with its current auditor terminates upon conclusion of the audit for Fiscal Year 2024; and

WHEREAS, Seventh, Section 218.391, Florida Statutes requires the use of an Auditor Selection Committee (the "Committee") when selecting an auditor to conduct the annual financial audit required in Section 218.39 and prohibits City employees, the City Manager or the Chief Financial Officer from serving on the Committee but allows them to serve in an advisory capacity; and

WHEREAS, Eighth, on September 30, 2024, the City Commission adopted Resolution No. 2024-146, establishing the Committee comprised of Mayor Margaret Brown, Committee Chair; Vice Mayor Henry Mead, Committee Member; Commissioner Mary Molina-Macfie, Committee Member; Commissioner Byron Jaffe, Committee Member; and Commissioner Chris Eddy, Committee Member, for the purpose of evaluating and recommending to the City Commission the selection of an Auditor to conduct the annual financial audit; and

WHEREAS, Ninth, on October 21, 2024, the Committee held a publicly noticed meeting, in which it approved the auditor selection evaluation criteria, to include preliminary technical qualifications and rankings after presentations with the top three ranked firms. Additionally, the

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE AUDITOR SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-11, A REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES; AWARDED AND APPROVING AN AGREEMENT WITH CBIZ CPAS P.C. OF KANSAS CITY, MISSOURI.

Committee approved the advertisement of the Request for Proposals (the "RFP") for the procurement of Professional Auditing Services, pursuant to Section 218.391(3)(a), of the Florida Statutes; and

WHEREAS, Tenth, in compliance with Chapter 32 of the Code, beginning October 24, 2024, the RFP was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and proposal documents made available for electronic download from the City's website and Onvia DemandStar; and

WHEREAS, Eleventh, on November 18, 2024 the City Commission adopted Resolution No. 2024-169, approving the replacement of Commissioner Chris Eddy, Committee Member, with newly elected Commissioner Fabio A. Andrade; and

WHEREAS, Twelfth, on November 19, 2024 the City issued Addendum No. 1 and on November 22, 2024 Addendum No. 2 was issued; and

WHEREAS, Thirteenth, on November 25, 2024 the proposals were due, and five (5) proposals were received and opened, from Citrin Cooperman and Company, LLP of Ft. Lauderdale, Florida; Antonio J. Grau, CPA P.A. d/b/a Grau & Associates of Boca Raton, Florida; CBIZ CPAs P.C. of Kansas City, Missouri; Forvis Mazars, LLP of Ft. Lauderdale, Florida; and Caballero Fierman Llerena & Garcia LLP of Hollywood, Florida; and

WHEREAS, Fourteenth, on January 21, 2025, the Committee met at a publicly noticed meeting and deemed all five (5) proposers as responsive and responsible and ranked Citrin Cooperman and Company, LLP of Ft. Lauderdale, Florida as number one; Caballero Fierman Llerena & Garcia LLP of Hollywood, Florida as number two; CBIZ CPAs P.C. of Kansas City, Missouri as number three; Forvis Mazars, LLP of Ft. Lauderdale, Florida as number four; and Antonio J. Grau, CPA P.A. d/b/a Grau & Associates of Boca Raton, Florida as number five: and

WHEREAS, Fifteenth, the Committee determined that the top three ranked firms Citrin Cooperman and Company, LLP of Ft. Lauderdale, Florida; Caballero Fierman Llerena & Garcia LLP of Hollywood, Florida; and CBIZ CPAs P.C. of Kansas City, Missouri were invited to make presentations to the Auditor Selection Committee; and

WHEREAS, Sixteenth, on February 18, 2025, the Committee met at a publicly noticed meeting and after hearing the presentations of the top three ranked firms, ranked CBIZ CPAs P.C. of Kansas City, Missouri as number one, Citrin Cooperman and Company, LLP of Ft. Lauderdale, Florida as number two and; Caballero Fierman Llerena & Garcia LLP of Hollywood, Florida as number three; and

WHEREAS, Seventeenth, the City Commission desires to accept and ratify the rankings of the Selection Committee; and

WHEREAS, Eighteenth, the City Commission finds it in the best interest of the City to award and approve an Agreement for Professional Auditing Services with CBIZ CPAs P.C. of Kansas City, Missouri for a five-year period through fiscal year ending September 30, 2029.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE AUDITOR SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-11, A REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH CBIZ CPAS P.C. OF KANSAS CITY, MISSOURI.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

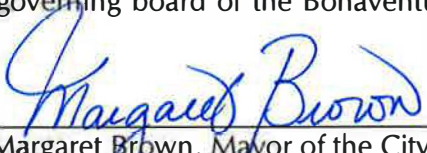
Section 2: The rankings of the Auditor Selection Committee for RFP No. 2024-11, Professional Auditing Services are accepted and ratified.

Section 3: The Agreement for Professional Auditing Services with CBIZ CPAs P.C. of Kansas City, Missouri is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.


Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

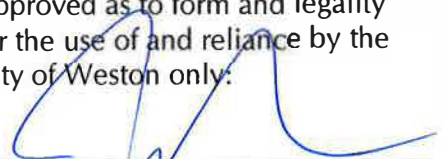
Section 5: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 17th day of March 2025.


Margaret Brown, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:


Patricia A. Bates, MMC, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Andrade Yes
Vice Mayor Mead Yes
Commissioner Molina-Macfie Yes
Commissioner Jaffe Yes
Mayor Brown Yes

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, ACCEPTING AND RATIFYING RANKINGS OF THE AUDITOR SELECTION COMMITTEE PURSUANT TO RFP NO. 2024-11, A REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES; AWARDING AND APPROVING AN AGREEMENT WITH CBIZ CPAS P.C. OF KANSAS CITY, MISSOURI.

Exhibit "A"

Agreement among the City of Weston, Florida, and as the Governing Board of the Bonaventure Development District, and as the Governing Board of the Indian Trace Development District, with CBIZ CPAs P.C. of Kansas City, Missouri for Professional Auditing Services, RFP No. 2024-11.

(See Following 32 Pages)

AGREEMENT
AMONG THE
CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
CBIZ CPAS P.C.
FOR
PROFESSIONAL AUDITING SERVICES
RFP NO. 2024-11

This Agreement is made and entered into the ____ day of _____, 2025 among the City of Weston, a Florida municipal corporation, Indian Trace Development District and Bonaventure Development District (collectively "CITY"), and CBIZ CPAs P.C. ("AUDITOR") for Professional Auditing Services. References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule

WITNESSETH:

WHEREAS, CITY solicited proposals from PROPOSERS for Professional Auditing Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on _____, CITY adopted Resolution No. _____, which ratified or altered the ranking of proposals for Professional Auditing Services and authorized the appropriate CITY officials to execute an Agreement with the number one ranked PROPOSER, CBIZ CPAs P.C.; and

WHEREAS, CITY Commission has selected AUDITOR for Professional Auditing Services, at the sole discretion of CITY; and

WHEREAS, CITY and AUDITOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin with the provision of audit services for fiscal year ending September 2025 and will be for a five (5) year period through the provision of audit services for the fiscal year ending 2029. No extensions or renewals will be available.

1.2 Termination

1. This Agreement may be terminated for cause by action of the CITY Commission if AUDITOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the CITY Commission upon not less than 30 days written notice by the CITY Manager. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by AUDITOR if CITY is in breach and has not corrected the breach within 10 days after written notice from AUDITOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 6.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 6.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, AUDITOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. AUDITOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by AUDITOR, is given as specific consideration to AUDITOR for CITY'S right to terminate this Agreement for convenience.
6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. The CITY shall be liable only for payment pursuant to the Compensation provisions of this Agreement for services rendered before the effective date of termination that were

performed in accordance with the manner of performance set forth in the Agreement. In no event shall CITY be liable to AUDITOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

7. This Agreement may be terminated by the CITY if the AUDITOR is found to have submitted a false certification, Form 9, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
8. This Agreement may be terminated for cause or by convenience, without 30 day notice, if the AUDITOR is found to have submitted a false certification on any of the Proposal Forms submitted as part of their Proposal (i.e. Noncoercive Affidavit, Public Entity Crimes, etc.).

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SECTION 2
SCOPE OF WORK

2.1 Intent

The Scope of Work generally consists of auditing the financial statements and preparing the ACFR for the City of Weston, the Indian Trace Development District and the Bonaventure Development District.

The City of Weston desires the AUDITOR to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The CITY also desires the auditor to express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the Annual Comprehensive Financial Report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the general-purpose financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the statistical section of the report.

The AUDITOR shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The AUDITOR is not required to audit the schedule of expenditures of federal awards. However, the AUDITOR is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

2.2 Level of Service

Audit services will be provided for the City of Weston, the Indian Trace Development District and the Bonaventure Development District for the fiscal year ending September 30, 2025, for a five-year term to end with the audit of the fiscal year ending September 30, 2029.

2.3 Fee Schedule

The amount for each item included in Exhibit B, Fee Schedule shall be inclusive of all the costs to complete the work within the proposed completion time.

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SECTION 3

STANDARDS OF WORK

3.1 Intent

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the most current applicable U.S. General Accounting Office's ("GAO") Government Auditing Standards, the most current applicable provisions of the Federal Single Audit Act of 1984 and the most current applicable provisions of U.S. Office of Management and Budget ("OMB") Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments, as well as the following additional requirements:

- A. The most current applicable Codification of Governmental Accounting and Financial Reporting Standards as promulgated by the Governmental Accounting Standards Board.
- B. The most current applicable Statements on Auditing Standards issued by the American Institute of Certified Public Accountants.
- C. The most current applicable Government Auditing Standards published by the Comptroller General of the United States.
- D. The most current applicable Audit and Accounting Guide-Audits of State and Local Governmental Units published by the American Institute of Certified Public Accountants.
- E. The most current applicable Statements and interpretations issued by the Financial Accounting Standards Board.
- F. Rules of the Auditor General for the State of Florida Chapter 10.550 relating to Section 11.45 of the Florida Statutes.
- G. Section 215.97 Florida Statutes, Florida Single Audit Act.

3.2 Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- A. A report on the fair presentation of the general-purpose financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in relation to" the audited financial statements.
- B. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- C. A report on compliance with laws and regulations.
- D. A report on compliance and internal control over compliance applicable to each major federal program.

- E. Reports required by the Single Audit Act Amendment of 1996 to include:
1. An opinion (or disclaimer of opinion) as to whether the financial statements are presented in all material respects in conformity with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 2. A report on internal control related to the financial statements and major programs.
 3. A report on compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements.
 4. A schedule of findings and questioned costs.
- F. In the required report(s) on compliance and internal controls, the auditor shall communicate any material weaknesses or significant deficiencies found during the audit.
1. Material weaknesses are matters in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements, in amounts that would be material in relation to the financial statements being audited, may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.
 2. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected.
 3. Significant deficiencies that are also material weaknesses shall be identified as such in the report.
 4. Other matters related to internal control discovered by the auditors shall be reported in the management letter required by Florida Statutes 218.39, which shall be referred to the report on internal control structure and compliance.
- G. Irregularities and illegal acts. AUDITOR shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of, to the City Manager.

3.3 Special Considerations

- A. The City of Weston will send its annual comprehensive financial report to the Government Finance Officers Association ("GFOA") of the United States and Canada

for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to draft the ACFR and provide any special assistance to the City of Weston needed to meet the requirements of that program.

- B. The ACFR shall comply with the provisions of the Americans with Disabilities Act.
- C. The City of Weston may prepare one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor's report. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
- D. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the annual comprehensive financial report.
- E. Arbitrage calculation and monitoring services, if required.

3.4 Working Paper Retention and Access to Working Papers

The CITY is bound by the rules and regulations promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State). All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Weston of the need to extend the retention period.

The AUDITOR will be required to make working papers available, upon request, to the following parties or their designees:

- A. City of Weston.
- B. Cognizant Agency.
- C. Parties designated by federal or state governments or by the City of Weston as part of an audit quality review process.
- D. Auditors of entities of which the City of Weston is a subrecipient of grant funds.
- E. In addition, the AUDITOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. As requests for copies of working papers are fulfilled, the AUDITOR will be required to notify the Assistant City Manager/CFO of the request, as appropriate.
- F. Upon written request by the City Manager, the Auditor shall provide a complete copy of the working papers, or any portion of the working papers so requested, to the City of Weston.

3.5 Time Requirements

A. Date Audit May Commence

The audit may commence after November 30.

B. Schedule for each Fiscal Year Audit

Each of the following should be completed by the auditor, no later than the dates indicated.

1. Interim Work

The AUDITOR may schedule time during the year for interim work. Any schedule dates shall be requested at least sixty (60) days in advance. Any interim work shall be completed by September 20.

2. Detailed Audit Plan and Programs

The auditor shall provide City of Weston by September 20, both a detailed audit timeline, a list of all requested documents, and a list of all schedules to be prepared by the CITY. The CITY will have all records ready for audit and all management personnel available to meet with the AUDITOR's personnel in accordance with audit timeline. Auditors shall establish a Share File to upload all files for audit requests.

3. Fieldwork

The auditor shall substantially complete all fieldwork by January 15, subject to any adjustments as agreed to in the audit timeline, for the CITY, Indian Trace Development District, and Bonaventure Development District.

4. Draft Reports

The auditor shall have drafts of the audited financial report[s] by February 20 and recommendations to management available for review by the Assistant City Manager/CFO by March 1st.

C. Date Final Report is Due

The AUDITOR shall prepare the ACFR, draft financial statements, notes and all required supplementary schedules (CITY will prepare statistical data), along with the opinion letter, management letter and all requested reports shall be delivered for the CITY, the Indian Trace Development District, and the Bonaventure Development District by March 15 to the Assistant City Manager/CFO and Director of Accounting electronically.

3.6 Assistance to Be Provided to the AUDITOR and Report Preparation

A. Financial Services Department and Clerical Assistance

The Department of Financial Services staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. Requests for documents shall be in writing in an enumerated list which includes request date, a detailed description of the requested information, and the due date.

The preparation of confirmations will be the responsibility of City of Weston. In addition, clerical support will be made available to the AUDITOR for the preparation of routine letters and memoranda.

B. Information Technology (IT) Assistance

Certain IT personnel will be available to assist the AUDITOR in performing the engagement. IT personnel will also be available to provide access to our software in the format of “read only” and provide systems documentation and explanations. The auditor will not be provided the use of the City of Weston's computer hardware.

C. Work Area, Telephones, Photocopying and Scanning

The City of Weston will provide the AUDITOR with reasonable workspace, desks and chairs. The AUDITOR will be provided with access to telephone, photocopying, and scanning facilities subject to availability at the CITY.

D. Report Preparation

ACFR preparation and editing shall be the responsibility of the AUDITOR. The City of Weston shall be responsible for printing.

E. City Attorney

City Attorney shall review and have approval of the litigation section of the ACFR prior to its publication.

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SECTION 4

STANDARDS OF AUDITOR

4.1 Intent

The CITY requires professional auditing services of financial statements. Section 2018.39 of the Florida Statutes requires an annual financial audit of CITY accounts and records by an independent certified public accountant.

4.2 Facilities

The CITY reserves the right to inspect AUDITOR's facilities at any reasonable time, during normal working hours, without prior notice to determine that the AUDITOR has a bona fide place of business and is a responsible AUDITOR.

4.3 Identification

AUDITOR shall not use or create any badge containing the CITY name, logo or any other reference thereof for identification. AUDITOR shall use only a CITY issued identification badge.

4.4 Experience

AUDITOR shall have a minimum of five (5) years of providing audit services to municipalities in Florida of a similar complexity and size as the CITY. AUDITOR shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued and shall have a field office in Broward, Miami-Dade or Palm Beach counties.

At least 80% of municipal ACFRs completed by AUDITOR during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting. Proposers shall be licensed to practice as a CPA in the State of Florida.

4.5 License to Practice in Florida

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Florida.

4.6 External Quality Control Review Report

The firm shall submit a copy of its most recent external quality control review report, with a statement whether that quality control review includes a review of specific government engagements.

4.7 Relationship Contact

The AUDITOR shall maintain at a minimum one Relationship Contact for this contract based at a principal or branch location within Florida. The Relationship Contact shall be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact shall be able to manage all facets of the contract. The Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all audit services and additional services and coordinating these with the CITY. The Relationship Contacts shall use their experience and training to prevent, detect and control adverse conditions.

4.8 Drug-Free Workplace

AUDITOR shall have implemented and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.9 Field Office in Broward, Miami-Dade, or Palm Beach County

The firm shall provide the address of its field office in Broward, Miami-Dade or Palm Beach County which will be the local site for audit staff.

4.10 Assurance of Audit Completion

The firm shall provide an assurance that the audit will be completed in a timely manner. One example of such assurance is liability insurance with coverage to include products and completed operations, as set forth in this Agreement.

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SECTION 5

STANDARDS OF INSURANCE

5.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than “A- Excellent: FSC VII”; and,
- B. CITY shall be named as additional insured on all policies except worker’s compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. AUDITOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to AUDITOR’s insurance company and CITY as soon as practicable after notice to the insured.
- K. AUDITOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. AUDITOR’S insurance shall be Primary and non-contributory.
- L. AUDITOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

5.2 Specific Coverage

The following specific insurance coverages apply or do not apply to this solicitation:

- Workers Compensation:** AUDITOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event SERVICE PROVIDER has "leased" employees, SERVICE PROVIDER must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.
- Commercial General Liability:** AUDITOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- Business Automobile Liability:** AUDITOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- Pollution Liability:** For sudden and gradual occurrences or claims made and, in an amount, no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.
- Professional Liability:** AUDITOR shall maintain Professional Liability insurance for both the AUDITOR and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.
- Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be

performed in the area of the hazardous material until the AUDITOR provides the following coverage(s) as determined solely by the CITY.

- Cyber Liability: AUDITOR shall obtain, at AUDITOR's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the CITY that will be in the care, custody, or control of AUDITOR. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by AUDITOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.

- Builders' Risk – Property Coverage: a special form coverage shall include, but not be limited to:
 1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project.
 2. Theft coverage.
 3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
 4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.

- Builders' Risk – Installation Coverage: For installation, AUDITOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

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SECTION 6
GENERAL CONDITIONS

6.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

6.2 Exemption Prohibition

AUDITOR agrees and acknowledges that AUDITOR is prohibited from exempting any provisions of this Agreement.

6.3 Failure to Comply with Provisions

AUDITOR agrees and acknowledges that AUDITOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

6.4 Additional Services

If it should become necessary for CITY to request AUDITOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

6.5 Compensation

A. The amount of compensation payable by CITY to AUDITOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by AUDITOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by AUDITOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate AUDITOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon AUDITOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. AUDITOR may submit an invoice for compensation, developed and agreed upon by City Manager and AUDITOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. Payment shall be made to AUDITOR in accordance with the local government prompt payment act as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2026 and each October 1st thereafter, AUDITOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

6.6 Taxes

AUDITOR shall not be entitled to CITY'S tax-exempt benefits.

6.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or AUDITOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

6.8 No Contingency Fees

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

6.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If AUDITOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of AUDITOR, or the sale of a controlling interest in AUDITOR, or any similar transaction, AUDITOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

6.10 Compliance with Applicable Laws

AUDITORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of AUDITOR shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

6.10.1 Familiarity with Laws and Ordinances

AUDITOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If AUDITOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

6.10.2 Advertising

AUDITOR agrees not to use this Agreement as a part of any advertising or AUDITOR sponsored publicity without the express written approval of City Manager or designee.

6.11 Indemnification

- A. AUDITOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of AUDITOR, its officials, agents, employees or subcontractors in the performance of the services of AUDITOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. AUDITOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. AUDITOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by AUDITOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. AUDITOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by AUDITOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. AUDITOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to AUDITOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

6.12 Miscellaneous

- A. **Ownership of Documents:** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to AUDITOR shall be withheld until all documents are received as provided herein.

B. Audit and Inspection Rights, Retention of Records:

1. CITY shall have the right to audit the books, records and accounts of AUDITOR that are related to this Agreement. AUDITOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
2. AUDITOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which AUDITOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
3. Such retention of such records and documents shall be at AUDITOR'S expense.
4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to AUDITOR'S records, AUDITOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AUDITOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
5. AUDITOR shall respond to the reasonable inquiries of successor AUDITORS and allow successor AUDITORS to receive working papers relating to matters of continuing significance.
6. AUDITOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for AUDITOR'S services.

C. Public Records: AUDITOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request by the City's records custodian, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 Agreement term.
4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of AUDITOR shall be delivered by AUDITOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by AUDITOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, AUDITOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. AUDITOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. Policy of Non-Discrimination: AUDITOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. AUDITOR 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.
- E. Public Entity Crime Act: AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a AUDITOR, AUDITOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a AUDITOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, AUDITOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.

- F. Third Party Beneficiaries: Neither AUDITOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. Notices: Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: Donald P. Decker, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

AUDITOR: Branden Lopez, Managing Director
CBIZ CPAs P.C.
700 West 47th Street Suite 1100
Kansas City, MO 64112

- H. Conflicts: Neither AUDITOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AUDITOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. AUDITOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, AUDITOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding.

The limitations of this section shall not preclude AUDITOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

- I. **Materiality and Waiver of Breach:** CITY and AUDITOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- J. **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or AUDITOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.
- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.
- M. **Applicable Law and Venue: Attorney's Fees and Costs:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury, including advisory juries, for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

- O. Prior Agreements: This Agreement and its attachments constitute the entire agreement between AUDITOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. Incorporation by Reference: The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. Multiple Originals: This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. Headings: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. Binding Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. Survival of Provisions: Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. Truth-in-Negotiation Certificate: Signature of this Agreement by AUDITOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. Non-Appropriation of Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to AUDITOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.
- W. Default: In the event of a default by AUDITOR, AUDITOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY.

The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

- X. CITY and AUDITOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- Y. Noncoercive Affidavit: In accordance with Section 787.06, Florida Statutes, the CITY requires all vendors executing, renewing or extending a contract with the CITY to execute the required CITY affidavit, attesting that vendor does not use coercion for labor or services.

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SECTION 7
SPECIAL CONDITIONS

None.

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AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND CBIZ CPAS P.C. FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 17th day of March, 2025; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: _____
Margaret Brown, Mayor

____ day of _____, 20__

ATTEST:

Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager /CEO

____ day of _____, 20__

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND CBIZ CPAS P.C. FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

INDIAN TRACE DEVELOPMENT DISTRICT

ATTEST:

Patricia A. Bates, MMC, District Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: _____
Jamie Alan Cole, District Attorney

_____ day of _____, 20__

By: _____
Margaret Brown, Chair

_____ day of _____, 20__

By: _____
Donald P. Decker, District Manager /CEO

_____ day of _____, 20__

(DISTRICT SEAL)

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND CBIZ CPAS P.C. FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

BONAVENTURE DEVELOPMENT DISTRICT

By: _____

Margaret Brown, Chair

____ day of _____, 20__

Patricia A. Bates, MMC, District Clerk

By: _____

Donald P. Decker, District Manager /CEO

____ day of _____, 20__

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: _____

Jamie Alan Cole, District Attorney

____ day of _____, 20__

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND CBIZ CPAS P.C. FOR RFP NO. 2024-11 FOR PROFESSIONAL AUDITING SERVICES.

AUDITOR: CBIZ CPAs P.C.

By: _____
Branden Lopez, Managing Director

_____ day of _____, 20__

SECTION 8

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful PROPOSER/AUDITOR after the award of the Agreement (at the time specified herein).

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EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE



Sealed Price Proposal

CBIZ affirms that the designated Engagement Managing Director, Branden Lopez, is authorized to represent and contractually bind the Firm, submit the bid, and sign a contract with the City.

Annual Audit

Our fee for these services will be based on the actual time spent at our discounted hourly rates. Our discounted hourly rates vary according to the level of the personnel assigned to your engagement. The financial audit fee is as follows.

Year	City Audit Fee
2025	\$90,000
2026	\$92,700
2027	\$95,500
2028	\$98,300
2029	\$101,300

Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this Request for Proposal or to perform additional work as a result of the specific recommendations, the hourly rates shown below would be used. Such additional work shall be performed only upon a written agreement between the City and the Firm.

Staff Level	Hourly Rate Range
Managing Director / Director	\$395
Senior Manager	\$295
Manager	\$245
Supervisor / Senior	\$195
Staff	\$150

**This proposal is provided for informational purposes only and shall not constitute an offer. The parties will not be bound to any agreement unless and until they review, approve, and execute a final engagement letter.*