

RESOLUTION NO. 2021 - 285

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH MSL CPAS AND ADVISORS, AS THE TOP RANKED FIRM BY THE AUDIT SELECTION COMMITTEE, AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH RFP NO: 21-84; PROFESSIONAL FINANCIAL AUDITING SERVICES.**

**RECITALS**

**WHEREAS**, in April 2021, the BOCC established an auditor selection committee, in accordance with Section 218.391, Florida Statutes, to participate in the development of a solicitation, evaluate responses and recommend the top-ranked firm to the BOCC to authorize County Staff to negotiate and enter into an agreement to perform the annual financial audits required by Section 218, Florida Statutes; and

**WHEREAS**, the scope of the required services includes provision of any and all labor, materials, equipment, software, and/or systems required to complete an audit of the County's financial statements for each Fiscal Year, beginning with the Fiscal Year 2021 financial audit; and

**WHEREAS**, through the County's formal RFP process, MSL CPAs and Advisors was found to be the top ranked firm by the Audit Selection Committee, and the committee voted to recommend the top ranked firm to the BOCC for consideration to enter into negotiations, and upon successful negotiations, execute an agreement for the performance of the required services; and

**WHEREAS**, the County finds that entering into Contract serves a public purpose; and

**WHEREAS**, the services under the awarded Contract shall be funded by the SJC Office of Management and Budget.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations with MSL CPAs and Advisors, as the top ranked firm, in order to come to an agreement over terms and conditions. In the event an agreement cannot be reached, the County Administrator, or designee, is further authorized to cease negotiations and enter into negotiations with the next successfully ranked firm until an agreement can be reached, or it is determined by the County that continuing to negotiate no longer serves the best interest of the County.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement, in substantially the same form and format as the attached,

with MSL CPAs and Advisors to perform the required services as provided in RFP 21-84, and as negotiated.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 20 day of July, 2021

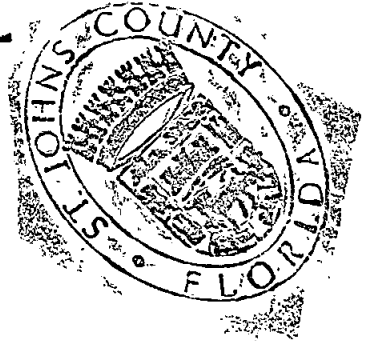
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: *Jeremiah K. Blocker*  
Jeremiah K. Blocker, Chair

**ATTEST:** Brandon J. Patty, Clerk of the  
Circuit Court &/Comptroller

By: *Sam Halterman*  
Deputy Clerk

RENDITION DATE 7/21/21





**CONTRACT AGREEMENT**  
**RFP No: 21-84; Professional Financial Auditing Services**  
**Master Contract #: \_\_\_\_\_**

This Contract Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") by and between **St. Johns County, FL**, ("County"), with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **MSA, P.A.** ("Consultant"), authorized to do business in the State of Florida, with principal offices located at 255 S. Orange Avenue, Suite 600, Orlando, FL 32801; Phone: (407) 740-5400; Email: [jknopp@mslcpa.com](mailto:jknopp@mslcpa.com).

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 – DURATION AND EXTENSION**

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date shown above, shall remain in effect for an initial term of five (5) calendar years, provided satisfactory performance is maintained by the Consultant, and shall have one (1) available three (3) year renewal period exercisable by the County provided the Consultant has satisfactorily performed all aspect of the services throughout the duration of the Agreement, legally appropriated funds are available to exercise the renewal, and the County has a continued need for the specified services. It is expressly understood that the option of renewal of this Agreement is exercisable only by the County, and only upon the County's determination that the renewal is in the best interest of the County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include the RFP Documents, Exhibits, and Addenda under RFP No: 21-84; this Agreement, any duly executed amendments, addenda, change orders and/or exhibits hereto; any executed engagement letters; and any and all required insurance.

In the event of conflicting terms in any of the Contract Documents listed above, the terms and provisions of this Agreement shall govern over any other Contract Documents.

**ARTICLE 3 – SERVICES**

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, software and/or systems necessary to perform professional financial auditing services to complete an audit of the County's financial statements for each fiscal year, beginning with the Fiscal Year 2021 financial audit in accordance with the requirements under RFP No: 21-84 and all applicable laws, rules, regulations, codes, ordinances, policies and procedures, hereinafter referred to as the "Services".

Services performed under this Agreement for each fiscal year's audit shall be considered the County's **engagement** of the Consultant for the required Services. Each audit shall be preceded by an engagement letter, submitted to the County by the Consultant for approval and signature. The terms of any engagement letter shall be superseded by the terms and provisions of this Agreement.

Services provided by the Consultant shall be under the general direction of the Chief Financial Clerk

of the St. Johns County Clerk of Circuit Court and Comptroller, and the Director of the Office of Management and Budget, or other authorized County designee, who shall act as the County's representative during the performance of services under this Agreement.

#### **ARTICLE 4 – SCHEDULE**

The Consultant shall provide a schedule to the County within seven (7) consecutive calendar days of receipt of a fully executed Agreement, for County approval. Upon County approval of the submitted schedule, the Consultant shall perform the required Services in accordance with the approved schedule throughout the duration of each audit. No changes to an approved schedule shall be made without prior written authorization from the County's representative. In the event the County rejects a proposed schedule from the Consultant, the County and Consultant shall work collaboratively to determine an acceptable schedule for each audit, in order to best serve the interests of the County.

#### **ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Consultant an annual not-to-exceed amount in accordance with the pricing structure provided herein on Exhibit "A", for satisfactory completion of the required services. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount provided on Exhibit "A" for each fiscal year, without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to any amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in the Contract Documents. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in the Contract Documents.
- C. During each engagement, the Consultant shall bill the County on the first of each month, for Services satisfactorily performed and materials satisfactorily delivered during the previous month. The first month of the engagement shall be determined by each fiscal year's County-approved schedule. The Consultant shall not bill for Services outside the engagement period, unless otherwise authorized by the County in writing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice. County reserves the right to refuse payment and/or reduce payment of any invoice based upon Services not performed or not satisfactorily performed by the Consultant.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Office of Management and Budget  
ATTN: Jesse Dunn, Director  
500 San Sebastian View  
St. Augustine, FL 32084

- F. FINAL INVOICE: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "final invoice" on the Consultant's final bill/invoice

to the County. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The annual not-to-exceed amount and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) calendar year following the end of this Agreement.

#### **ARTICLE 7 – ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Consultant fail to perform (Default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the Default. Failure to cure the Default within the timeframe provided in the Notice of Default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one (1) Notice of Default to the Consultant during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 10 – PERSONNEL**

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

The Key Personnel responsible for the Services performed under this Agreement, shall be those individuals provided in the Consultant's proposal. Any changes or substitutions in the Consultant's Key Personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any sub-consultant or sub-contractor, or to reject the selection of a particular sub-consultant or sub-contractor, and to inspect all facilities of any proposed sub-consultants and/or sub-contractors in order to make a determination as to the capability of the sub-consultant/sub-contractor to perform the Services as provided in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant and/or sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-consultant or sub-contractor to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County. Failure of a sub-consultant or sub-contractor to perform any aspect of the required Services shall not relieve the Consultant of the responsibility to perform and complete all required Services within the approved schedule, and in accordance with the County's requirements.

The County reserves the right to disqualify, and disapprove for use by the Consultant, any proposed sub-consultant or sub-contractor, vendor, or material supplier based upon prior unsatisfactory performance.

## **ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with Section 448.095, Florida Statutes, Consultant and its sub-consultants shall register with and use the E-Verify system to

verify the work authorization status of all employees hired on or after January 1, 2021.

- A. Consultant shall require each of its sub-consultants to provide Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or sub-contract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.
- B. The County, Consultant, or any sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- C. The County, upon good faith belief that a sub-consultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-consultant.
- D. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
- E. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- F. Consultant shall incorporate in all sub-contracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **ARTICLE 13 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

#### **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are subject to the availability of funds lawfully appropriated by the Board of County Commissioners. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly

noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE 15 – INSURANCE**

The Consultant shall not commence work under this Agreement until all insurance required under this Article and such insurance has been submitted to and approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Consultant shall maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain throughout the duration of this Agreement, Umbrella or Excess Liability Insurance covering workers compensation, comprehensive general liability and business auto liability within minimum limits of liability of \$1,000,000.

The Consultant shall maintain throughout the duration of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain throughout the duration of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

## **ARTICLE 16 – INDEMNIFICATION**



The Consultant shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Consultant and other persons employed or utilized by the Consultant.

#### **ARTICLE 17 – SUCCESSORS AND ASSIGNS**

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

#### **ARTICLE 18 – REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 19 – CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

#### **ARTICLE 20 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 21 – EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 22 – ARREARS**

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 23 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 24 – INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 25 – CONTINGENT FEES**

The Consultant warrants that it 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 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 26 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 27 – NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 28 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

#### **ARTICLE 29 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 30 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

## **ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 32 – AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## **ARTICLE 33 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

## **ARTICLE 34 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

## **ARTICLE 35 – NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Jaime Locklear, Assistant Director, Purchasing & Contracts  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

MSL, P.A.  
**Attn: Mr. Joel Knopp, Engagement Shareholder**  
255 S. Orange Avenue, Suite 600  
Orlando, FL 32801-3428

## **ARTICLE 36 – HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

## **ARTICLE 37 – PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Consultant's performance under this Agreement constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us**

**ARTICLE 38 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 39 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Public Records.

IN WITNESS WHEREOF, authorized representatives of the County and Consultant have executed this Agreement on the day and year below noted.

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**RFP No: 21-84; Professional Financial Auditing Services**  
**Master Contract #: \_\_\_\_\_**

**COUNTY:**

St. Johns County, FL  
Full Legal Name

\_\_\_\_\_  
Signature County Representative

Jaime Locklear, MPA, CPPO, CPPB  
Printed Name of County Representative

Assistant Director, Purchasing & Contracts  
Title of County Representative

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**ST. JOHNS COUNTY, FL**  
**CLERK OF CIRCUIT COURT &**  
**COMPTROLLER**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**CONSULTANT:**

MSL, P.A.  
Full Legal Company Name

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

**RFP No: 21-84; Professional Financial Auditing Services**  
**Master Contract #: \_\_\_\_\_**

**Annual Pricing Breakdown**

Contract Year 1:	\$205,000
Contract Year 2:	\$207,500
Contract Year 3:	\$210,000
Contract Year 4:	\$212,500
Contract Year 5:	\$215,000
Renewal Year 1:	\$217,500
Renewal Year 2:	\$220,000
Renewal Year 3:	\$222,500





**EVALUATION SUMMARY SHEET (Revised)  
ST. JOHNS COUNTY, FLORIDA**

Date: **June 3, 2021**  
RFP No: **21-84; Professional Financial Auditing Services**

FIRM	EVALUATOR Brandon Patty	EVALUATOR Dennis Hollingsworth	EVALUATOR Eddie Creamer	EVALUATOR Vicky Oakes	EVALUATOR Jeb Smith	EVALUATOR Paul Waldron	TOTAL	RANK	COMMENTS
MSL CPAs and Advisors	94.00	94.00	100.00	82.00	100.00	90.00	560.00	1	Revision due to corrected math from
Cherry Bekaert, LLP	95.60	78.60	88.60	81.60	96.60	83.60	524.60	2	evaluator.
James Moore & Co., P.L.	96.80	90.80	74.80	79.80	96.80	84.80	523.80	3	
Purvis Gray and Company, LLP	92.00	80.00	59.00	81.00	96.00	89.00	497.00	4	

APPROVED: Asst. Director, Purchasing & Contracts \_\_\_\_\_

APPROVED: Audit Selection Committee Chair \_\_\_\_\_

POSTING TIME/DATE FROM 1:00pm June 3, 2021, UNTIL 1:00pm June 8, 2021.

**NOTE:**

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL AND ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DIVISION, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY, AND COUNTY-OBSERVED HOLIDAYS) AFTER THE POSTING OF THE NOTICE OF INTENT TO AWARD. PROTEST PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT OF CONTACT IN THE PURCHASING DIVISION.