FIFTH AMENDMENT TO CONTRACT FOR PROFESSIONAL AUDITING SERVICES CITY GAINESVILLE FINANCIAL STATEMENT AUDIT

THIS FIFTH AMENDMENT ("Amendment") is entered into this <u>19</u> day of January, 2022 between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and PURVIS, GRAY AND COMPANY, LLP, a Florida limited liability partnership ("Auditor").

WHEREAS, the City and Auditor entered into a Contract for Professional Auditing Services – City of Gainesville Financial Statement Audit, dated July 31, 2018; First Amendment dated June 6, 2019; Second Amendment dated January 9, 2020; Third Amendment dated June 9, 2020; and Fourth Amendment dated December 14, 2021; and

WHEREAS, the parties wish to amend the Contract.

NOW, THEREFORE, the parties agree to the following:

- 1. The Contract is hereby extended through March 15, 2024, solely for the purpose of conducting audits of the basic financial statements of the City of Gainesville for the fiscal years ended September 30, 2022 and 2023. This extension shall not alter or affect the deadline in the Contract for completion of the prior year's audit.
- 2. Paragraph 3.1 of the Contract is amended to add to the scope of work the conducting of audits for fiscal years ended September 30, 2022 and 2023. The compensation for the audit of fiscal year ended September 30, 2022 shall be as provided in the Fourth Amendment (Fees for the 2021 audit with annual price adjustments).
- 3. Except as amended by this Fifth Amendment, the terms of the original Contract, as amended, shall remain in full force and effect.
- 4. This Amendment, together with the original Contract, as amended, constitutes the entire agreement between parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby execute this Amendment to be effective on the date on which both parties have signed it.

PURVIS, GRAY AND COMPANY, LLP CITY OF GAINESVILLE

Barbara Boyd
By: Barbara Boyd (Jan 14, 2022 10:49 EST)

Barbara Boyd, Partner

Date: Jan 14, 2022

Dry Jinger Bigbie

Ginger Bigbie, City Auditor

Date: Jan 19, 2022

Approved as to Form and Legality:

David C. Schwartz
David C. Schwartz (Jan 19, 2022 11:51 EST)

City Attorney

FOURTH AMENDMENT TO CONTRACT FOR PROFESSIONAL AUDITING SERVICES CITY GAINESVILLE FINANCIAL STATEMENT AUDIT

THIS FOURTH AMENDMENT ("Amendment") is entered into this 14th day of December, 2021 between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and PURVIS, GRAY AND COMPANY, LLP, a Florida limited liability partnership ("Auditor").

WHEREAS, the City and Auditor entered into a Contract for Professional Auditing Services dated July 31, 2018; First Amendment dated June 6, 2019; Second Amendment dated Junuary 9, 2020; and Third Amendment dated June 9, 2020; and

WHEREAS, the parties wish to amend the Contract.

NOW, THEREFORE, the parties agree to the following:

1. Paragraph 3.1 of the Contract is deleted in its entirety and replaced with the following:

Fees for External Auditing Services

The compensation for the audit of fiscal year ended September 30, 2021 shall be Ninety-Eight Thousand One Hundred Thirty-Three Dollars (\$98,133.00, CPI adjustment included and taking into consideration removal of the CRA as a separate City department). The compensation for the audit of each fiscal year thereafter shall be based on the foregoing amount, with an annual adjustment, with a five (5) % limit on any increase, for Consumer Price Index (CPI) for the South Region, all urban consumers, all items, published for the previous year by the Department of Labor, and added to the fee for the previous year. If said CPI is negative in any particular year, the fee should remain the same as that for the previous year.

- 2. Except as amended by this Fourth Amendment, the terms of the original Contract, as amended, shall remain in full force and effect.
- 3. This Amendment, together with the original Contract, as amended, constitutes the entire agreement between parties.

IN WITNESS WHEREOF, the parties hereby execute this Amendment to be effective on the date on which both parties have signed it.

PURVIS, GRAY AND COMPANY, LLP	CITY OF GAINESVILLE	
By: Barbara Boyd (Dec 8, 2021 09:51 EST) Barbara Boyd, Partner	By: grague Bigbie, City Auditor	
Date:	Date: Dec 14, 2021	
	Approved as to Form and Legality:	

THIRD AMENDMENT TO CONTRACT FOR PROFESSIONAL AUDITING SERVICES CITY OF GAINESVILLE FINANCIAL STATEMENT AUDIT

THIS THIRD AMENDMENT is entered into this ⁹_____ day of June , 2020, by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and PURVIS, GRAY & COMPANY, LLP ("Auditor").

WHEREAS, the City and Auditor entered into a Contract for Professional Auditing Services – City of Gainesville Financial Statement Audit, dated July 31, 2018; First Amendment dated June 6, 2019; and Second Amendment dated January 9, 2020.

WHEREAS, the City and Auditor desire to amend the Contract.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 3.1 of the Contract is deleted in its entirety and replaced with the following: Fees for External Auditing Services

The compensation for the audit of fiscal year ended September 30, 2018 shall be One Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600.00). The Compensation for the audit of fiscal year ended September 30, 2019 shall be One Hundred Twenty-Eight Thousand Seven Hundred Seventy-Six Dollars (\$128,776.00). The compensation for the audit of each fiscal year thereafter shall be based on the original contract amount and base year of Ninety-Five Thousand Six Hundred Dollars (\$95,600.00) for the fiscal year ended September 30, 2018, with an annual adjustment, with a five (5) % limit on any increase, for Consumer Price Index (CPI) for the South Region, all urban consumers, all items, published for the previous year by the Department of Labor, and added to the fee for the previous year. If said CPI is negative in any particular year, the fee should remain the same as that for the previous year.

2. Except as modified by this Third Amendment, all terms and conditions of the original Contract shall remain in full force and effect.

City Attorney

3. This Third Amendment, together with the original Contract dated July 31, 2018, constitutes the entire agreement between the parties.

PURVIS, GRAY & COMPANY, LLP	CITY OF GAINESVILLE
By: Barbara Boyd	By: Lee R Feldman
Print Name: Barbara Boyd	Print Name: Lee Feldman
Title: Partner	Title: ICMA-CM
Date: Jun 8, 2020	Date:
	Approved as to Form and Legality:
	David C. Schwartz David C. Schwartz (Jun 8, 2020 21:03 EDT)

SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL AUDITING SERVICES CITY OF GAINESVILLE FINANCIAL STATEMENT AUDIT

THIS SECOND AMENDMENT is entered into this 9th __ day of ______, 2020, between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and PURVIS, GRAY & COMPANY, LLP ("Auditor").

WHEREAS, the City and Auditor entered into a Contract for Professional Auditing Services – City of Gainesville Financial Statement Audit dated July 31, 2018, and First Amendment dated June 14, 2019.

WHEREAS, the City and Auditor desire to extend the Contract through February 28, 2022.

NOW, THEREFORE, the parties agree as follows:

- 1. The Contract is hereby extended through March 15, 2022, to include conducting audits of the basic financial statements of the City of Gainesville for the fiscal years ended September 30, 2020 and 2021.
 - 2. Paragraphs 3.1 is deleted in its entirety and replaced with the following:
 - 3.1 Base Fee for External Auditing Services

The compensation will be \$95,600 for the audit of fiscal year ended September 30, 2018. An annual adjustment, with a five (5) % limit on any increase, will be calculated based on Consumer Price Index (CPI) for the South Region, all urban consumers, all items, published for the previous year by the Department of Labor, and added to the fee for the previous year. If said CPI is negative in any particular year, the fee should remain the same as that for the previous year.

- Except as modified by the First Amendment and this Second Amendment, all terms and conditions of the Contract shall remain in full force and effect.
- 4. This Second Amendment, together with the First Amendment and original Contract dated July 31, 2018, constitutes the entire agreement between the parties.

PURVIS, GRAY & COMPANY, LLP	CITY OF GAINESVILLE
Barbara Boyd (Jan 3, 2020)	Len Loria Len Loria (Jan 9, 2020)
Print Name: Barbara Boyd	Len Loria, Interim City Auditor
Title: Audit Partner	Date: Jan 9, 2020
Date: Jan 3 2020	
	Approved as to Form and Legality:
	David C. Schwartz Bayid C. Schwartz (Jan 3, 2020)
	City Attorney

FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL AUDITING SERVICES – CITY OF GAINESVILLE FINANCIAL STATEMENT AUDIT

THIS FIRST AMENDMENT is entered into this 14th, day of Jule, 2019 by and between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and PURVIS, GRAY & COMPANY, LLP ("Auditor").

WHEREAS, the City and Auditor entered into a Contract for Professional Auditing Services – City of Gainesville Financial Statement Audit dated July 31, 2018; and

WHEREAS, the City and Auditor desire to amend the Contract to compensate Auditor for substantial additional work effort alleged to have been caused by City and to have impacted the ability of Auditor to perform the requirements of the Contract.

NOW THEREFORE, the parties agree as follows:

1. Paragraph 3.1 of the Contract is deleted and replaced with the following:

Base Fee for External Auditing Services

Compensation for auditing the financial statements for the fiscal year ended September 30, 2018 shall be One Hundred Forty-Eight Thousand Six Hundred Dollars (\$148,600.00). Compensation for each successive year's financial statements shall be Ninety-Five Thousand Six Hundred Dollars (\$95,600.00) adjusted according to the previous year's Consumer Price Index (CPI) for the South Region, all urban consumers, all items, with a five percent (5%) limit on any increase. No decrease will be implemented for any particular year if the previous year's CPI happens to decline. However, future adjustments will be measured from the initial year's CPI index to the future CPI index, minus the increases already provided, again not allowing a decrease in any year. The compensation shall be fixed, and is not subject to renegotiation or adjustment based on the actual hours expended to perform the work.

- 2. Except as modified by this Amendment, all terms and conditions of the original Contract shall remain in full force and effect.
- 3. This Amendment, together with the original Contract dated July 31, 2018, constitutes the entire agreement between the parties.

WITNESS:	PURVIS, GRAY & COMPANY, LLP	
WIIILDS.	TORVIS, GRAT & COMMANT, LLI	
Dely & Byn	Chord.	
Title: COR EXEC. AUT	Title: Audit Partner	
Date: 6/7/18	Date: 6/7/19	
WITNESS:	CITY OF GAINESVILLE	
Zanota D. md	Come	
Title: The Coordinator	Interin City Manager or Designee	
Date:	Date:	
APPROVED AS TO FORM AND LEGALITY		
By: Work Shuggerty A cost City A thomas II		

City of Gainesville, Florida

CONTRACT BETWEEN THE CITY OF GAINESVILLE AND PURVIS, GRAY & COMPANY, LLP

Professional Auditing Services - City of Gainesville Financial Statement Audit

THIS CONTRACT entered into this 3/day of 5/day o

WHEREAS, the City requires professional auditing services for the City of Gainesville, General Government Annual Financial Statement Audits; and

WHEREAS, the City issued a Request for Proposal (RFP) No. CAUD-190002-DH on June 13, 2018, received responses on June 28, 2018, received approval from the Audit and Finance Committee on July 17, 2018, and received final approval from the City Commission on July 19, 2018 to negotiate and establish a contract with the top firm for professional auditing services for the General Government Annual Financial Statement Audit; and

WHEREAS, the City desires to award this Contract to PURVIS, GRAY & COMPANY, LLP.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, the Parties agree as follows:

1. Scope of Services

Auditor shall perform professional auditing services for the City of Gainesville Annual Financial Statement Audit with the following enumerated Specifications and Documents, which are attached hereto and by this reference, are incorporated herein:

- 1.1 RFP No. CAUD-190002-DH dated June 13, 2018 (Attachment "A").
- 1.2 Addenda 1-3 (Attachment "B").
- 1.3 Auditor's Technical Response dated June 28, 2018 (Attachment "C").
- 1.4 Auditor's Price Proposal dated June 28, 2018 (Attachment "D").
- 1.5 Auditor's Engagement Letter dated July 31, 2018 (Attachment "E")

Based on the above specifications and documents, Auditor will conduct an audit on the basic financial statements of the City of Gainesville for the fiscal years ended September 30, 2018 and 2019. At the end of the contract period, upon satisfactory performance, the City may, at its option, extend the contract for up to two additional two year periods, using the Base Fee and fee increase formula established in Paragraph 3 of this Contract.

The financial audit shall be in accordance with all applicable federal laws and regulations relating to audit standards, requirements and guidelines. The Auditor will express an opinion on the basic financial statements of the City of Gainesville and provide appropriate audit coverage for required supplementary information pursuant to guidance to be established by the American Institute of Certified Public Accountants (AICPA). The Auditor will issue separate audit opinions on the separate financial statements for the City's

Pension and Other Post-Employment Benefit (OPEB) Funds, Wild Spaces Public Places Capital Projects Funds (WSPP) and Community Redevelopment Agency (CRA) Funds (a combined component unit). The opinion on the City's basic financial statements will also include the appropriate reference to the separately issued opinion on the basic financial statements of Gainesville Regional Utilities, which will be rendered by another CPA firm.

The Auditor is not required to audit the schedule of federal awards and state financial assistance. However, the Auditor is to provide an "in relation-to" report on that supplemental information as well, based on the auditing procedures applied during the audit of the financial statements.

It is understood and agreed between the Parties that a "single audit" of the City's basic financial statements, intended to cover all of the City's federal financial assistance programs, will be conducted by the Auditor, as part of this Contract.

City entities not currently in existence and separate audits required by State and Federal authorities (for example, Federal Grant Audits) are excluded from this Contract. It is contemplated that all such audits would be covered within the "single audit" hereafter described in this agreement. Such excluded audits, however, if and when required by State law or federal agencies or requested by the City may be added to this Contract, based on the hourly rate set forth in sub-paragraph 3.2 below. The parties will negotiate the estimated hours to perform the audit.

In addition to the standards set forth above, the examination shall be made in accordance with auditing standards generally accepted in the United States and generally accepted governmental auditing standards, applicable to financial audits, as prescribed by the GAO in Government Auditing Standards (The "Yellow Book").

Auditor will submit all required reports to the City Auditor by February 28 of each calendar year immediately following the end of the fiscal years ended September 30, 2018 and 2019. Upon request, the City may approve extensions of time for completion.

2. Termination

2.1 Termination Without Cause.

Commencing with the Audit for the fiscal year ending September 30, 2019, either the Auditor or City may terminate this Contract without cause provided notice is given on or before May 1.

2.2 Termination for Cause

Either party may terminate this Contract for cause, provided the defaulting party has been given notice and an opportunity to cure the default as provided in paragraph 15.

2.3 Multi-year Contract

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad

valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

3. Compensation

3.1 Base Fee for External Auditing Services

During the period of this Contract, compensation will be in accordance with the Auditor's fee as negotiated and accepted by the City, which is \$95,600 for the year ended September 30, 2018. The first year fee will be adjusted each year according to the previous year's Consumer Price Index (CPI) for the South Region, all urban consumers, all items, with a five (5) % limit on any increase. No decrease will be implemented if the CPI happens to fall in any particular year. However, future adjustments will be measured from the base year's (first year of contract) CPI index to the future CPI index, minus the increases already provided, again not allowing a decrease in any year.

3.2 Hourly Rate for Additional Services

The first year professional fee hourly rates and fee proposals are established in "Your Schedule of Professional and Fees," attached as Attachment D to this Contract. The first year professional fee hourly rates will be adjusted each year according to the previous year's Consumer Price Index (CPI) for the South Region, all urban consumers, all items, with a five (5) % limit on any increase. No decrease will be implemented if the CPI happens to fall in any particular year. However, future adjustments will be measured from the base year's (first year of contract) CPI index to the future CPI index, minus the increases already provided, again not allowing a decrease in any year.

3.3 Manner and Schedule of Payments

The City shall pay the Auditor for the faithful performance of this Contract the price as bid by the Auditor. Payment of any amount due on this Contract shall be made upon verified invoice within thirty (30) days of the receipt of the approved invoice.

Auditor will invoice the City monthly for work performed in the manner set forth in the table below, but in no event more than the maximum price, except for increases caused by the City's request for extra services pursuant to Section 6 of this Contract. All payments for these services will be made payable to Auditor via EFT.

The base fee for general audit services for each fiscal year will be paid in accordance with the following schedule:

October	30%
November	20%
December	40%
Upon Completion	10%
	100%

In the event that unforeseen conditions are encountered which might necessitate the extension of the auditing work beyond the scope of normal auditing procedures, Auditor agrees to advise the City Auditor's Office in writing of the circumstances and to request an increase in the maximum fee before significant additional time is incurred.

Any such requests for additional fees shall contain a detailed explanation of the conditions of irregularities and why the additional fees are necessary. The City Auditor will then determine whether or not to incur the additional expense. Additional fees shall be based

on the hourly rate established in sub-paragraph 3.2. The maximum hours to perform the additional services will be agreed upon at the time of request.

4. Consultation with Auditor General and City Auditor

The City expressly consents to Auditor consulting with the Auditor General of the State of Florida and/or the City Auditor on any matter pertaining to the GRU audit, which in the judgment of Auditor would be important to the conduct of its examination or its report on the results thereof.

5. Use of City Personnel

To the extent practicable, the City agrees to provide and Auditor agrees to utilize the City's accounting personnel for the purposes of minimizing the audit fee.

6. Extra Services

The City may request additional services at any time from Auditor to the extent these services are an extension of the scope of this audit as a result of increased regulatory requirements, the addition of agencies to be audited, or any other reason beyond the control of the Auditor. Any extra services to be provided by Auditor will be coordinated through the City Auditor and fees for such authorized additional work shall be based on the hourly rate established in sub-paragraph 3.2. The maximum hours to perform the additional services will be agreed upon at the time of request.

7. Changes in Laws

In the event that the laws requiring this audit to be performed are amended, this Contract may be amended to the extent required by such a change in law.

8. Insurance

Auditor shall provide proof of compliance with Rule 61H1-26.002, Florida Administrative Code, regarding Minimum Capitalization or Adequate Public Liability Insurance for Florida Firms.

Auditor shall provide proof of insurance in an amount as noted below:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
- The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.
- Automobile Liability Insurance
- Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Auditor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will

accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

9. Sovereign Immunity

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. Notices

Any notice of cancellation or breach of this Contract from either Party to the other Party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The City's representative and the Auditor's representative are:

City: Carlos Holt, City Auditor PO Box 490-17 Gainesville, FL 32627-0490 Auditor: Barbara Boyd, Partner 222 NE 1st Street Gainesville, FL 32601

11. Assignment

This Contract shall not be assigned by the Auditor or any successor thereto without the prior written consent of the City.

12. Indemnification

Auditor shall indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Auditor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. The terms of this paragraph shall survive termination of the Contract.

13. Applicable Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

14. Public Records

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Auditor's Office, City Auditor, 352-334-5020; holtcl@cityofgainesville.org; PO Box 490-17, Gainesville, FL 32627-0490).

15. Default

Failure of either party to perform pursuant to this Contract is a breach of the Contract and said party shall be in default, providing the other party has given notice of the default and ten days to cure said default. The period to cure may be extended by the non-defaulting party upon a demonstration of good faith effort to cure. Failure to cure the default within ten days, or any extension thereof, is a breach of this Contract and the non-defaulting party shall have all remedies available at law or in equity.

16. Other Matters

Any controversy, breach, or claim arising out of or relating to the services covered by this agreement or hereafter provided by Auditor to the City (including any such matter involving a parent, subsidiary, affiliate, successor in interest, or agent of the City or of Auditor) shall be submitted first to voluntary mediation, and if mediation is not successful, then to a court of appropriate jurisdiction.

17. Attorney's Fees

In the event mediation is unsuccessful, the prevailing party in a court of appropriate jurisdiction shall be entitled to attorney's fees and costs, including any appellate fees and costs.

18. Entire Agreement

This Contract constitutes the entire agreement between the Parties hereto with respect to the subject matter thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original.

PURVIS, GRAY & COMPANY, LLP

Barbara Boyd, CPA

Audit Partner

Signature: David C. Schwartz

Title: Assistant City Attorney

Email: schwartzdc@cityofgainesville.org

CITY OF GAINESVILLE

Carlos Holt, CPA, CFF, CIA, CFE, CGAP

City Auditor

Approved as to Form and Legality:

City Attorney

Signature: Jinger Bigbie

Email: bigbiev1@cityofgainesville.org

Title: City Auditor