

## City of Hallandale Beach Standard Government Terms and Conditions Cover Agreement

The Vendor and City of Hallandale Beach (City) agree to the following standard government terms and conditions (Agreement). In the event of conflict between this Agreement and a cost or services proposal, scope of work, vendor invoice or other agreement attached hereto as Exhibit A dated August 10, 2023, the terms of this Agreement shall govern and control.

1. Amendments. No modifications or amendments hereto shall be binding upon the City unless approved in writing and in compliance with the City Code.
2. Assignment. Assignment of the work or services in Exhibit A, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by the City in writing. City shall have no obligations to any assignee of Vendor under any assignment not consented to in writing by the City.
3. Anti-Discrimination. Vendors doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.
4. Compliance. Vendor shall observe and comply with, and shall ensure that items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with, all applicable federal, state, county, and municipal laws, ordinance rules and regulations. Lack of knowledge by the Vendor shall in no way be a cause of relief from responsibility.
5. Copyright/Patent/Trademark. Vendor shall indemnify, save and hold harmless City of Hallandale Beach, its employees and agents from liability for infringement of any United States patent, trademark, or copyright for or on account of the use of any product sold to the City or used in the performance of this Agreement. The maximum aggregate liability of the Vendor with respect to this paragraph shall not exceed the sum of \$1,000,000.
6. Default. In the event of default by the Vendor, the City may procure the article or services covered herein from other sources.
7. Delays. The City may grant additional time in writing for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor.
8. Indemnification. Vendor agrees to indemnify, save and hold harmless the City, its employees, officers, and agents against any claims, damages, liability or court awards including costs, expenses and attorney fees incurred as a result of any negligent or intentional act or omission by the Vendor, its employees, agents, subcontractors in performance hereof. This indemnification shall not apply to claims between the parties to this agreement. The maximum aggregate liability of the Vendor with respect to this paragraph shall not exceed the sum of \$1,000,000.
9. Insurance. Vendor must have secured, maintained, and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and list the City as an additional insured. Vendor must carry Worker's Compensation coverage as required by law. If the Vendor is required to go on City property to perform work or services, Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. An exception to the above-stated limits or other requirements must be endorsed and approved by the City's Risk Manager.
10. Invoicing. Vendor must render an original invoice in duplicate to the City's Finance Department within 60 days of delivery or it will not be paid.
11. Litigation. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, in the 17th Judicial Circuit, Florida, that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida, that this Agreement is governed by Florida law and parties agree to waive right to jury trial.
12. Payment Address. Payments will be made to the Vendor at the address as set forth herein unless the Vendor requests a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.
13. Publicity. No mention of or endorsement by the City of the product or service hereunder will be used by Vendor in any way, manner or form in product literature or advertising.
14. Record Retention. Vendor shall provide access to pertinent records relative to this Agreement for a period of three (3) years after the last receipt of payment is made under this purchase.
15. Purchase Order Number. A purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.
16. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.
17. Sustainable Practice Administrative Policy. Vendor shall comply with the City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy inclusive of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater.
18. Tax. The City is tax exempt from federal and state taxes for tangible personal property. Vendor doing business with the City may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor be authorized to use the City's Tax Exemption Number in acquiring such materials.
19. Termination. City reserves the right to terminate in whole or in part for default if Vendor fails to perform in accordance with any of

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the requirements of the purchase order or if Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Vendor under any state or federal Law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by City. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY. 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 or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. Terms. By accepting this Agreement, Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with City's policies and procedures.

20. Unacceptable Terms. No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring City of Hallandale Beach to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.
21. Uniform Commercial Code. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the City and Vendor for any terms and conditions not specifically stated herein.
22. Warranty. Vendor acknowledges that the materials being ordered are for use or incorporation in a City project. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions, the terms of which are incorporated herein, whichever warranty provides the City with the greatest protection.

### PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Vendor must comply with all applicable Federal law, regulations, executive order, FEMA policies, procedures and directives. The applicable procurement standards must be met in accordance with all 2CFR guidelines:

- General procurement standards (2 C.F.R. Part 200.318).
- Competition (2 C.F.R. Part 200.319).
- Methods of procurement (2 C.F.R. Part 200.320).
- Contracting with small and minority businesses, women's business enterprises, and area labor surplus firms (2 C.F.R. Part 200.321).
- Domestic preferences for procurements (2 C.F.R. Part 200.322).
- Procurement of recovered materials (2 C.F.R. Part 200.323).
- Contract cost and price (2 C.F.R. Part 200.324).
- Awarding agency and pass-through entity review (2 C.F.R. Part 200.325).
- Bonding requirements (2 C.F.R. Part 200.326).
- Contract provisions (2 C.F.R. Part 200.327 and Appendix II).

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

*Jenorgen Guillen*



By Jeremy Earle (Dec 5, 2023 17:52 EST)

CITY CLERK

CITY MANAGER

Date: Dec 5, 2023

Approved as to legal sufficiency and form by

*Jean Mue*  
1229

CITY ATTORNEY

City of Hallandale Beach Standard Government Terms and Conditions Cover Agreement

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. Cherry Bekaert signing by and through its representative, duly authorized to execute same.

**VENDOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
(Type Name and Title Signed Above)

By *Christian Fuellgraf*  
Christian Fuellgraf, Partner  
PRINT NAME AND TITLE  
15 Day of 11, 2023

(Corporate Seal) OR (NOTARIZE BELOW)

OR (**ONLY** If not incorporated sign below).

WITNESSES:

*Molly Stevens*  
(PRINT NAME) \_\_\_\_\_ (PRESIDENT OR VICE-PRESIDENT)

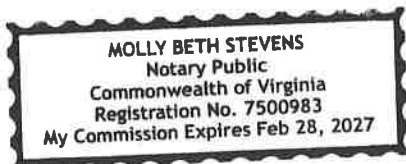
*Molly Stevens*  
(PRINT NAME) \_\_\_\_\_ (TYPE NAME & SIGNED ABOVE)

**NOTARY SEAL**  
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of 11, 2023, by Christian Fuellgraf

*Molly Stevens* \_\_\_\_\_  
Signature of Notary Name of Notary Printed, or Stamped

Personally Known  OR Produced Identification  OR Online Notarization \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_





August 10, 2023

Geovanne Neste, Chief Financial Officer  
City of Hallandale Beach, Florida  
400 South Federal Highway  
Hallandale Beach, FL 33009

Mr. Neste,

This letter shall operate and be construed as a service agreement (“Agreement”) by and between the City of Hallandale Beach, Florida (hereafter referred to as the “City”, “You”, or “Your”) and Cherry Bekaert (the “Firm”, “Cherry Bekaert”, “CB”, “Our” or “We”) which provides the basis upon which Cherry Bekaert will provide the scope of the services under your direction. This Agreement between the City and Cherry Bekaert sets forth the nature of services we will provide, required involvement of the City in support of our services, the related fee arrangements, and other terms and mutually agreed upon objectives of this engagement.

#### **SUMMARY OF SERVICES**

We will perform grants lifecycle risk and control diagnostic services (“Services”) intended to support the city in improving controls related to grants and minimizing the risk of noncompliance with applicable federal and state requirements.

The objective of our services is to assess the current state of the grants control environment, identify gaps with federal and state requirements and provide recommendations for addressing identified gaps. The scope of our engagement will focus on the City’s grant management processes and may include:

- Authorization, appropriation, and agreement execution
- Financial management and reporting
- Risk management, including subrecipient risk assessments
- Subrecipient and subaward monitoring
- Procurement with grant funding
- Program management and performance reporting
- Grant closeout

We expect that our services may include the following procedures:

- Evaluate City policies surrounding accounting, budget, costing, reporting and conflict of interest as relevant to administer grant funding
- Conduct interviews with key stakeholders to obtain an understanding of current grant management practices and process capabilities
- Assess grant administration controls and program implementation controls including those supporting procurement, expenditures, disbursements, monitoring, and reporting
- Assess documentation retention practices required to support audit/monitoring of the books, records, and documents of the City
- Bi-weekly project status meetings through issuance of the deliverables

## **DELIVERABLES**

We will deliver a fit gap analysis report, ranking control gaps by priority and provide recommendations with impact and complexity ratings. We will deliver an executive presentation detailing the work performed and high-priority gaps.

## **TIMING & LOCATION OF SERVICES**

We will work with you to define an agreed upon schedule per task that accommodates both the City and Cherry Bekaert resource availability.

The estimated fees set forth in the engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested schedules and supporting information, and timely communication of all significant accounting and financial reporting matters.

We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last-minute schedule changes that result in downtime for our professionals could result in additional fees.

## **PROFESSIONAL FEE ESTIMATES**

Our fees for the services described above will be based on time expended.

Our hourly rates for these services are reflected in the following table.

<b>Experience Level</b>	<b>Hourly Consulting Rates</b>
Principal Consultant	\$245
Senior Consultant	\$185
Consultant	\$135
Junior Consultant	\$105
Program and Administrative Support	\$68

We will not exceed the amount of \$25,000 without notifying City and agreeing to an increase for a specified amount. When we are approaching the maximum fee range noted above, we will notify you in writing.

## **ASSUMPTIONS**

Our services and related fee estimates are based on several assumptions:

- All work can be performed remotely;
- All data required to perform the summary of services is assumed to be readily available;
- The city personnel are knowledgeable of the in-scope accounting and management processes, and all personnel are readily available and accessible to demonstrate as-is processes;
- Procedures will not validate the accuracy of client-provided information nor constitute an audit of internal controls over financial reporting; and,
- The City initiated changes to agreed-upon scope, timing or schedule are provided with a minimum of two calendar weeks of advanced notice.

Failure to meet above assumptions may impact timing of engagement or require additional fees.

## **STAFFING**

Staffing this engagement requires professionals with specific grant management and compliance, accounting, and single audit expertise. The service partner responsible for assuring the overall quality of our services will be Danny Martinez. Engagement staffing and expertise required will be monitored and adjusted, as necessary, to support quality service delivery in a cost-effective manner, subject to staff availability and your scheduling requirements.

## **PROFESSIONAL STANDARDS**

The services under this letter of arrangement will be performed in accordance with the Statement on Standards for Consulting Services ("SSCS") issued by the American Institute of Certified Public Accountants ("AICPA"). No aspect of our engagement services should be considered to constitute an examination of prospective financial statements, an examination of internal controls or other attestation or review services in accordance with standards established by the AICPA or Public Association Accounting Oversight Company (PCAOB).

Our engagement services cannot be relied on to detect or disclosure errors, irregularities, or illegal acts, including but not limited to fraud, embezzlement or defalcations that may exist. Accordingly, our services will not constitute an audit, compilation, review, or attestation service of the City's financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA or the PCAOB.

Our engagement to perform risk advisory procedures will be performed in accordance with established standards. The sufficiency of the advisory procedures is solely the responsibility of the City of Hallandale Beach.

Consequently, we make no representation regarding the sufficiency of the advisory procedures either for the purpose for which our assistance, recommendations or our report, is being prepared or for any other purpose.

We will not audit, review or compile the City's financial information and we will not express an opinion or any form of assurance on it under such standards. Additionally, no aspect of our engagement should be considered to constitute an examination of prospective financial statements, an examination of internal controls or other attestation or review services in accordance with standards established by the AICPA or PCAOB. Additionally, our engagement cannot be relied on to detect or disclose all errors, irregularities, or illegal acts, including but not limited to fraud, embezzlement or defalcations that may exist.

#### **OTHER MATTERS**

Our procedures will not result in the expression of an opinion, or any other form of assurance, on the City financial statements or any part thereof, nor an opinion or any other form of assurance on the City internal control systems or its compliance with laws, regulations, or other matters. We will not express an opinion or any other form of assurance with respect to management's system of internal control over financial reporting or in safeguarding City assets.

The terms of this agreement will extend from the date of the signature through September 30, 2024.

#### **YOUR EXPECTATIONS**

We shall be responsible for the reasonable accuracy of all work performed based on information and records available to us.

Cherry Bekaert will provide technical accounting advisory services pertaining to audit preparation for the City under your direction.

We will work with the City staff and the City internal business commitments in order to schedule and execute this consulting engagement.



**OUR EXPECTATIONS**

You understand that we will not act in a management capacity or perform the following:

- Make or approve business risk decisions, or
- Present business risk considerations to those charged with governance or others on behalf of management.

You are responsible for making all management decisions and performing all management functions, establishing, and maintaining internal controls, including monitoring ongoing activities

You are responsible for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide.

You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

We appreciate the opportunity to be of service to you and believe this letter including the attached standard terms and conditions accurately summarizes the significant terms of our engagement. If you have any questions, please contact Danny Martinez at 505.917.0488 or email at [danny.martinez@cbh.com](mailto:danny.martinez@cbh.com). If you agree with the terms of our engagement as described in this proposal letter, please sign the enclosed copy and return it to us.

Sincerely,



Cherry Bekaert

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**City of Hallandale Beach**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_










# Cherry Bekaert Agreement - City of Hallandale Beach - signed by CA

Final Audit Report

2023-12-06

Created:	2023-12-05
By:	Anastacia DeLeon (ADeLeon@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvVXZAgbgcNTGNGa6ykrWCppQZqC45rvC

## "Cherry Bekaert Agreement - City of Hallandale Beach - signed by CA" History

-  Document created by Anastacia DeLeon (ADeLeon@cohb.org)  
2023-12-05 - 10:07:26 PM GMT
-  Document emailed to jearle@hallandalebeachfl.gov for signature  
2023-12-05 - 10:10:34 PM GMT
-  Email viewed by jearle@hallandalebeachfl.gov  
2023-12-05 - 10:51:49 PM GMT
-  Signer jearle@hallandalebeachfl.gov entered name at signing as Jeremy Earle  
2023-12-05 - 10:52:14 PM GMT
-  Document e-signed by Jeremy Earle (jearle@hallandalebeachfl.gov)  
Signature Date: 2023-12-05 - 10:52:16 PM GMT - Time Source: server
-  Document emailed to Jenorgen Guillen (jguillen@cohb.org) for signature  
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-  Email viewed by Jenorgen Guillen (jguillen@cohb.org)  
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-  Document e-signed by Jenorgen Guillen (jguillen@cohb.org)  
Signature Date: 2023-12-06 - 1:13:24 AM GMT - Time Source: server
-  Agreement completed.  
2023-12-06 - 1:13:24 AM GMT