
Audit Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called County) and James Moore & Co., P.L. (hereinafter called Auditor).

BACKGROUND RECITALS

- A. Pursuant to Florida Statutes section 218.391, the County issued a Request for Proposals for independent auditing services.
- B. Pursuant to applicable Florida law and Request for Proposals 2025035, the County's duly constituted Auditor Selection Committee received proposals and ranked the firms that responded to the Request for Proposals based on the evaluative criteria set forth in the Request for Proposals.
- C. Auditor was the highest ranked respondent to the Request for Proposals and on May 6, 2025, the County approved the Auditor Selection Committee recommendation to appoint Auditor to provide the independent auditing services set forth in the Request for Proposals and this Agreement.
- D. Auditor is willing and able to perform the services as set forth in this Agreement on the terms and conditions set forth below.
- E. County and Auditor wish to enter into this Agreement for the independent auditing services as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

- 1. **DESCRIPTION OF COUNTY RECORDS TO BE AUDITED.** The records of the County that will be audited by Auditor, pursuant to this Agreement, are as set forth in Exhibit "A" attached hereto and incorporated herein by this reference in its entirety.
- 2. **SCOPE OF INDEPENDENT AUDITING SERVICES.** The scope of independent audit services provided under this Agreement shall be in accordance with the provisions of Florida Statutes and the Rules of the Auditor General, as may be amended from time to time, and more specifically set forth in Exhibit "B" attached hereto and incorporated herein by this reference in its entirety ("Services"). The Services are to be performed in accordance with generally accepted auditing standards in addition to the following: 1) Florida Statutes; 2) Regulations of the Florida Department of Financial Services; 3) Rules of the Auditor General (Chapter 10.550, Local Government Entity Audits); 4) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, published by the U.S. Government Accountability Office; 5) Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance); and 6) any other applicable federal, state and local laws or regulations. Auditor agrees that each audit prepared under this Agreement shall conform to the requirements set forth herein. The County is progressive in its attitude toward new accounting standards, and early implementation is practiced when recommended.
- 3. **AUDIT RESPONSIBILITIES.**
 - 3.1. The "Audit Approach," consisting of pages 25-36 of the Auditor's Proposal for Independent Auditing Services, all set forth in Exhibit "C" attached hereto and incorporated herein by this

reference in their entirety, set forth the framework under which the Services will be performed under this Agreement.

3.2. The County has received the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the 1983 through 2023 Annual Comprehensive Financial Reports ("ACFR"). The ACFR for each of the fiscal years covered by this Agreement will be submitted for consideration for such Certificate. Auditor shall provide technical assistance to help the County meet the requirements to attain such Certificate.

3.3. Auditor acknowledges and agrees that it possesses the ability to store all working papers and reports at the Auditor's expense for a minimum of five years, unless Auditor is notified by the County to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees: the County; U.S. Department of Housing and Urban Development; General Accounting Office; parties to an audit quality review process; and auditors of entities of which the County is a recipient of grant funds. In addition, Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers.

3.4. Auditor agrees to comply with all applicable Federal, State, and local laws and regulations applicable to the furnishing of the Services set forth in this Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference.

4. ADDITIONAL SERVICES. It is the intent of the County that future additional audit requirements, imposed on the County by applicable national and state agencies, shall be provided by the Auditor under this Agreement and included in the negotiated compensation in this Agreement. The Auditor acknowledges and agrees that any future additional audit requirements, imposed on the County by applicable national and state agencies, are included within the negotiated compensation set forth in this Agreement.

5. AUDITOR AUDIT TEAM. The Auditor shall assign members of its staff, as identified in the Auditor's Proposal for Independent Auditing Services, attached hereto as Exhibit "C" and incorporated herein by this reference in its entirety ("Auditor Audit Team"). The Auditor agrees that the County shall have the right to approve the Auditor's Audit Team, and that the Auditor shall not change any manager of its Auditor's Audit Team without prior written notice to the County. Furthermore, if any manager of the Auditor's Audit Team is removed from providing Services under this Agreement, or employment is otherwise terminated or curtailed by the Auditor, or if any manager of the Auditor's Audit Team terminates employment with the Auditor, then the Auditor shall promptly replace its Auditor's Audit Team manager with a person of comparable experience and expertise, who shall also be subject to the County's approval. The County acknowledges and agrees that its approval shall not be unreasonably withheld.

6. TERM; TERMINATION.

6.1. This Agreement shall remain in effect for a term of five years, subject to sooner termination as provided herein. The Auditor acknowledges and agrees that the completion of the audit for the County's 2024-2025 fiscal year is specifically included with the term of this Agreement, subject to sooner termination as provided herein.

6.2. This Agreement may be terminated: (a) by the County, for any reason, upon at least ninety (90) days' prior written notice to the Auditor; or (b) by the Auditor, for any reason, upon at least ninety (90) days' prior written notice to the County; or (c) by the mutual agreement of the parties; or (d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of

one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

6.3. In the event of termination by the County, the County's sole obligation to the Auditor shall be payment for those portions of satisfactorily completed work under this Agreement. Such payment shall be determined on the basis of the hours of work performed by the Auditor, or the percentage of work completed as estimated by the Auditor and agreed upon by the County up to the time of termination. In the event of such termination, the County may, without penalty or other obligation to the Auditor, elect to employ other persons to perform the same or similar services.

6.4. The obligation to provide Services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

6.5. In the event that the Auditor merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the County reserves the right to terminate this Agreement in accordance with its terms under item 6.2.

6.6. In the event of termination of this Agreement, the Auditor agrees to provide copies of any and all documents prepared by the Auditor for the County in connection with this Agreement.

6.7 Auditor certifies that it and those related entities of Auditor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Auditor certifies that it and those related entities of Auditor as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

County may terminate this Agreement if Auditor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

County may terminate this Agreement if Auditor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

7. COMPENSATION.

7.1. The County shall pay to the Auditor a mutually agreed upon not-to-exceed annual professional fee for each year of the five-year term of this Agreement, payable as shown in the table below.

Audit Year End	Total Fee	October	November	December	January	February	Final (March)
9/30/2025	\$190,000	\$28,500	\$28,500	\$38,000	\$38,000	\$38,000	\$19,000
9/30/2026	\$205,000	\$30,750	\$30,750	\$41,000	\$41,000	\$41,000	\$20,500
9/30/2027	\$220,000	\$33,000	\$33,000	\$44,000	\$44,000	\$44,000	\$22,000
9/30/2028	\$235,000	\$35,250	\$35,250	\$47,000	\$47,000	\$47,000	\$23,500
9/30/2029	\$250,000	\$37,500	\$37,500	\$50,000	\$50,000	\$50,000	\$25,000

7.2. Proper Invoices, submitted for work completed each month shown above, shall be submitted to the County's Finance Department in detail sufficient for proper prepayment and post payment audit. All payments for services shall be made to the Auditor by the County in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

8. INSURANCE.

8.1. The Auditor shall not commence to perform the Services under this Agreement until it has obtained all the insurance required under this Agreement, and such certificates of insurance have been approved by the County's Risk Manager. A certificate of insurance shall be provided to the County's Risk Manager for review and approval ten (10) days prior to commencement of any work under this Agreement, as well as prior to the County's execution of this agreement. The insurance company must have a rating by AM. Best Company of at least A: V. Such certificates of insurance or an endorsement provided by the Auditor must state that the County will be given thirty (30) days prior written notice prior to cancellation or material change in coverage. The County shall be named as an additional insured on all policies except workers' compensation.

8.2 Auditor shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage as set forth herein. The cost of such insurance shall be included in the Auditor's fee:

8.2.1. Workers' compensation to meet statutory limits in the State of Florida and Employer's Liability with a limit of \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee).

8.2.2. Commercial General Liability with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include premises/operations, products/completed operations, contractual liability and independent contractors coverage.

8.2.3. Business Auto Liability with a minimum combined single limit of \$300,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned autos.

8.2.4. Professional liability with a minimum limit of \$1,000,000 per occurrence.

8.3. The County is to be an additional insured on the commercial general liability and business automobile liability policies. The County will be given 30 days' notice prior to cancellation or modification of any insurance. Such notification shall be in writing by registered mail, return receipt requested and addressed to the Risk Manager. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

8.4. The County, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and reasonably to adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the County shall provide the Auditor with separate written notice of such adjusted limits and Auditor shall comply within thirty (30) days of receipt thereof. The failure by Auditor to provide such additional coverage shall constitute a default by Auditor and shall be grounds for termination of this Agreement by the County.

9. INDEPENDENT CONTRACTOR. It is specifically acknowledged and agreed by the parties hereto that the Auditor is and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Auditor's sole direction, supervision, and control, The Auditor shall

exercise control over the means and manner in which Auditor and its employees perform the Services, and in all respects the Auditor's relationship and the relationship of its employees to the County shall be that of an independent contractor performing solely under the terms of the Agreement and not as employees, agents, or servants of the County.

10. MERGER; MODIFICATION. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter hereof that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Auditor and the County.

11. GOVERNING LAW; VENUE. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

12. REMEDIES; NO WAIVER. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. 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, each party shall bear its own costs.

13. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term 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.

14. AVAILABILITY OF FUNDS. The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

15. NO PLEDGE OF CREDIT. The Auditor 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.

16. PUBLIC RECORDS. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Auditor shall comply with Florida's Public Records Law. Specifically, the Auditor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (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 provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Auditor or keep and maintain public records required by the County to perform the service. If the Auditor transfers all public records to the County upon completion of the contract, the Auditor 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 Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(5) IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424
publicrecords@indianriver.gov
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960

Failure of the Auditor to comply with these requirements shall be a material breach of this Agreement.

17. NOTICES. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

County:
Indian River County
Attn: Elissa Nagy, Chief Deputy Comptroller, Project Manager
1801 27th Street, Vero Beach, FL 32960 -3365
Phone: (772) 226-1570

Auditor:

James Moore & Co., P.L.
Zach Chalifour, CPA, Lead Partner
121 Executive Circle, Daytona Beach, FL 32114
Phone (386) 257-4100

Notices shall be effective when received at the address as specified above. Email transmission is acceptable notice effective when received, provided, however, that email transmissions received after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

18. SURVIVAL. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Auditor shall survive the termination or expiration of this Agreement.

19. INDEMNIFICATION. Auditor agrees to indemnify and hold harmless County, together with its agents, engineers, employees, officers, elected officials and representatives, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by a breach of this Agreement or the negligence, recklessness or intentional wrongful misconduct of the Auditor and persons employed or utilized by the Auditor in the performance of the Services under this Agreement. This indemnification and hold harmless provision shall survive the termination or expiration of this Agreement.

20. CONSTRUCTION. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsperson shall be inapplicable to this Agreement.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

22. E-VERIFY. Auditor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Auditor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

23. FOREIGN ENTITY OWNERSHIP. Auditor does not meet any of the criteria in Section 287.138, Florida Statutes, relating to Foreign Entity Ownership, that would exclude it from eligibility to enter an agreement which may give access to an individual's personal identifying information.

24. GENERAL. The Background Recitals are true and correct and form a material part of this Agreement

IN WITNESS WHEREOF, COUNTY and AUDITOR have signed this Agreement in duplicate. One counterpart each has been delivered to COUNTY and AUDITOR. All portions of the Contract Documents have been signed or identified by COUNTY and AUDITOR or on their behalf.

This Agreement will be effective on May 6, 2025.

OWNER:

Indian River County

By: _____
Joseph E. Flescher, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Jennifer W. Shuler, County Attorney

Ryan L. Butler, Clerk of Court and
Comptroller

Attest: _____
Deputy Clerk
(SEAL)

AUDITOR:

James Moore & Co., P.L.

By: _____
Name: _____
Title: _____

(Corporate Seal)
(If CONTRACTOR is a corporation or
partnership, attach evidence of authority to
sign)

Attest: _____
Name: _____
Title: _____

Exhibit A – Description of Indian River County’s Records to be Audited

- 1) Indian River County encompasses approximately 497 square miles of land with an estimated population of 171,029. It is located on the east coast of Florida, approximately 135 miles north of Miami and 100 miles east-southeast of Orlando. The City of Vero Beach is the County seat.
- 2) For reporting purposes, the Annual Comprehensive Financial Report will include the Board of County Commissioners (BOCC), the Clerk of the Circuit Court/Comptroller, the Property Appraiser, the Sheriff, the Supervisor of Elections, and the Tax Collector. Also included in the financial statements are two blended component units, the Solid Waste Disposal District and the Emergency Services District.
- 3) Accounting records for the BOCC, including the Solid Waste Disposal District and the Emergency Services District, are maintained by the Clerk's Comptroller Division. The BOCC's records include a general fund (general fund and MSTU fund reported as one fund), 31 special revenue funds (31 reporting funds, rolled from 55 individual funds), 2 debt service funds, 1 capital projects fund, 4 enterprise funds (4 reporting funds, rolled from 7 individual funds), 3 internal service funds (3 reporting funds, rolled from 4 individual funds), 1 custodial fund, an OPEB Trust fund, a general fixed assets account group, and a general long-term debt account group. The FY 2024 operating and capital expenditures for the BOCC totaled \$332.1 million. Enterprise funds are used to account for the County's Golf Course, Building Department, Water and Sewer Systems, and the Solid Waste Disposal District.
- 4) Accounting records for the Clerk are maintained by staff. The Clerk's records include a general fund, a special revenue fund (1 reporting fund, rolled from 5 individual funds), 7 custodial funds, and a general long-term debt account group. The FY 2024 operating and capital expenditures for the Clerk totaled \$7.4 million.
- 5) Accounting records for the Property Appraiser are maintained by the Property Appraiser's staff. The Property Appraiser's records include a general fund and a general long-term debt account group. The FY 2024 operating and capital expenditures for the Property Appraiser totaled \$4.6 million.
- 6) Accounting records for the Sheriff are maintained by the Sheriff's staff. The Sheriff's records include a general fund, a special revenue fund (1 reporting fund, rolled from 11 individual funds), a general fixed assets account group, and a general long-term debt account group. The FY 2024 operating and capital expenditures for the Sheriff totaled \$83.2 million.
- 7) Accounting records for the Supervisor of Elections are maintained by the Supervisor's staff. The Supervisor's records include a general fund, a special revenue fund, and a general long-term debt account group. The FY 2024 operating and capital expenditures for the Supervisor of Elections totaled \$2.3 million.
- 8) The Tax Collector's staff maintains accounting records for the Tax Collector. The Tax Collector's records include a general fund, custodial funds, and a general long-term debt account group. The FY 2024 operating and capital expenditures for the Tax Collector totaled \$6.8 million.
- 9) All accounting records are maintained on a GAAP basis.

- 10) Budgets are integrated with the accounting records.
- 11) Indian River County has received the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the 1983 through 2023 Annual Comprehensive Financial Reports. The ACFR for each of the fiscal years covered by this RFP will be submitted for consideration for the Certificate. The selected firm will be expected to provide technical assistance to help the County meet the program's requirements.
- 12) Indian River County is progressive in its attitude toward new accounting standards. Early implementation is practiced when recommended.

Exhibit B – Services Required

- 1) An audit and an opinion on the basic financial statements for the County and for the BOCC and each Constitutional Officer.
- 2) The audit is to be done in accordance with the requirements listed in the introduction paragraph.
- 3) Review and make recommendation for required note disclosures for the County's Annual Comprehensive Financial Report.
- 4) Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following reports for the County and each individual constitutional officer:
 - a. An independent auditors' report
 - b. A report on internal control over financial reporting and compliance
 - c. Reports on compliance with specific requirements applicable to federal and state financial assistance programs.
 - d. The auditor shall communicate in a letter to management any reportable conditions found.
 - e. Other reports as required by law or other governing bodies.
- 5) Special Reports for the County:
 - a. Schedule of Activity Landfill Management Escrow Account prepared in accordance with Rules 62-701.630(5) and 62-701.730(11), Florida Administrative Code.
 - b. Data Collection Form to the Federal Audit Clearinghouse (SF-SAC) as required by OMB Circular A-133.
 - c. Review of Annual Financial Report due to Department of Financial Services
 - d. Statement of County Funded Court-Related Functions as required by 29.008 Florida Statutes (currently due January 31st)
 - e. Statement of compliance for budget and performance measures as required by Florida Statutes 28.35 and 28.36.
 - f. Other compliance reports as required by the State or regulatory organizations.
- 6) Assistance in providing guidance and implementing changes in governmental accounting standards.
- 7) If the County issues debt, for which the official statement in connection with the debt contains basic financial statements and the independent auditors' report, the firm shall be required to issue a "consent and citation of expertise" as auditor and any necessary "comfort letters" at no additional cost to the County.
- 8) Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts to the Clerk and the County Administrator.

Exhibit C – Audit Approach and Work Plan
