

**AGREEMENT FOR AUDITING SERVICES BETWEEN  
THE FLORIDA COURTS E-FILING AUTHORITY AND  
PURVIS, GRAY & COMPANY, LLP**

This AGREEMENT is entered into by and between the Florida Courts E-Filing Authority (the "Authority") and Purvis, Gray & Company, LLP, whose business address is 443 East College Avenue, Tallahassee, Florida 32301 (the "Contractor").

**WHEREAS**, the Contractor represents that it has the experience and expertise in the type of professional auditing services that will be required by the Authority; and

**WHEREAS**, the Authority, through a competitive selection process, has selected Contractor as the entity to provide professional auditing services;

**WHEREAS**, the Authority seeks to engage the Contractor for the purpose of providing professional auditing services.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to the following:

**1. SERVICES TO BE PROVIDED.** The Contractor hereby agrees to provide auditing services in accordance with:

- A. The Request for Proposal for Audit Services ("RFP") issued by the Authority, as well Contractor's response to same, which are attached hereto and incorporated as Exhibit A; and
- B. The Contractor's Engagement Letter, dated \_\_\_\_September 17\_\_\_\_, 2018, which is attached hereto and incorporated as Exhibit B.

**2. TERM OF CONTRACT.** The term of the Agreement will be for three (3) years and may be renewed for a period not exceeding two (2) years, unless earlier terminated by either party upon thirty (30) days' written notice.

**3. COMPENSATION.** The Contractor shall be compensated the following fees for auditing services, plus applicable travel expenses in accordance with section 112.061, Florida Statutes:

<b>Fiscal Year Ending</b>	<b>Financial Statement Audit</b>	<b>SSAE-16 Audit</b>	<b>Total</b>
9/30/2018	\$21,000	\$6,000	\$27,000
9/30/2019	\$21,000	\$6,000	\$27,000
9/30/2020	\$21,000	\$6,000	\$27,000

**4. INSURANCE.** Contractor shall provide Certificates of Insurance showing that it has insurance policies in coverages and limits required below from companies authorized to do business in the State of Florida, with a rating of "A" or better. Each policy required below must require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof must be given to Authority. Each

Certificate of Insurance will be on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and will include the RFP/project name on the Certificate. Each Certificate of Insurance, which is allowed by law to carry an additional named insured, will show "Florida Courts E-Filing Authority" as additional named insured. Any and all deductibles to any insurance policy will be the responsibility of the Contractor. Coverages and limits for the insurance required herein are as follows:

- A. Workers' Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$300,000 each accident.
  - B. Professional Liability Insurance: Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
  - C. Public Liability Insurance: Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
  - D. Comprehensive General Liability Insurance: Policies shall include, but not be limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering liability assumed under indemnification provisions, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage.
5. **MONITORING.** The progress and performance of the Contractor will be monitored during and on close of the period of performance by the Authority Staff.
6. **INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the Authority, its officials, officers, representatives, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any negligent acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the Authority.
7. **PUBLIC ENTITY CRIMES.** In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime.
8. **UNAUTHORIZED ALIENS.** The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Authority shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Authority.

9. **NON-WAIVER.** Failure by the Authority to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this Agreement shall be in writing signed by both parties.
11. **VENUE.** Venue for all actions arising under this Agreement shall lie in Leon County, Florida.
12. **CONSTRUCTION.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.
13. **CONFLICTING TERMS.** In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

**WHERETO,** the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**FLORIDA COURTS  
E-FILING AUTHORITY**

**PURVIS, GRAY & COMPANY, LLP**

**By:** \_\_\_\_\_  
**Tim Smith, Chairman**

**By:** \_\_\_\_\_  
**Ryan M. Tucker, Partner**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**RFP FOR AUDIT SERVICES**

**EXHIBIT B**  
**ENGAGEMENT LETTER**