

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

RESOLUTION NO. 2019-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, APPROVING AN AGREEMENT FOR INDEPENDENT AUDITING SERVICES WITH NOWLEN, HOLT & MINER, P.A. AND AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's Auditor Selection Committee ("Committee") issued a Request for Proposals for Auditing Services ("RFP") in accordance with Section 218.391, Florida Statutes, and the Committee reviewed the responses to the RFP and selected Nowlen, Holt & Miner, P.A. as the highest-ranked, qualified firm; and

WHEREAS, the Town Council determines that the execution of an Agreement with Nowlen, Holt & Miner to provide auditing services for the Town is in the best interests of the citizens and residents of the Town of Juno Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

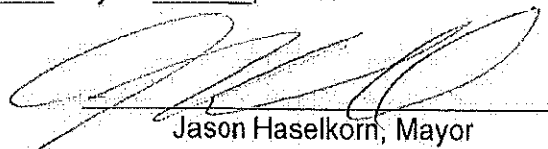
Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Town Council hereby approves an Agreement for Auditing Services with Nowlen, Holt and Miner, P.A. to provide auditing services for the Town, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor and Town Clerk to execute the Agreement on behalf of the Town.


Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

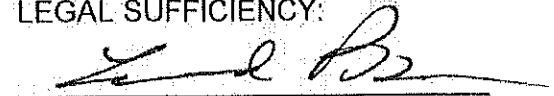
RESOLVED AND ADOPTED this 23rd day of October, 2019.


Jason Haselkorn, Mayor

ATTEST:


Caitlin E. Copeland, CMC, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Leonard G. Rubin, Town Attorney

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT is made and entered into this 23rd day of October, 2019 by and between the Town of Juno Beach, Florida, a Florida municipal corporation ("Town") and Nowlen Holt & Miner, P.A., a Florida corporation ("NH&M").

WITNESSETH:

WHEREAS, the Town's Auditor Selection Committee ("Committee") issued a Request for Proposals for Audit Services ("RFP") for the Town; and

WHEREAS, the Committee reviewed the responses to the RFP and determined that NH&M was the highest ranked qualified firm; and

WHEREAS, based on the Committee's ranking, the Town wishes to retain NH&M to perform such services on behalf of the Town.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Retention of Auditor.*

The Town hereby selects NH&M to supply annual independent auditing services on behalf of the Town.

2. *Scope of Services and Conflicts.*

(a) NH&M agrees to perform such services for the Town in accordance with the terms and conditions of the RFP and NH&M's Proposal ("Proposal") submitted in response to the RFP, which are incorporated herein by this reference, as well as NH&M's Engagement Letter dated October 14, 2019 ("Engagement Letter"), attached hereto as Exhibit "A" and incorporated herein by reference.

(b) In the event of a conflict among the documents referenced above, the conflict shall be resolved in the following order of precedence: (i) the RFP; (ii) the Proposal; and (iii) the Engagement Letter.

3. *Compensation.*

The Town shall compensate NH&M for its services in accordance with the rate proposal attached hereto as Exhibit "B." The compensation set forth above shall be the total cost for all general auditing services performed on behalf of the Town, as defined in the RFP, but does not include any Single Audits that may be requested by the Town during the term of the Agreement. Single Audits shall be billed at the rates set forth in Exhibit "B."

4. *Term and Termination.*

(a) This Agreement shall be for an initial term of five (5) years from the effective date and shall continue through the audit for Fiscal Year 2023. It may be extended, at the sole discretion of the Town, for two additional one-year periods.

(b) This Agreement may be terminated for any or no reason upon thirty (30) days' written notice by the Town or ninety (90) days' written notice by NH&M. In the event of termination, the Town shall compensate NH&M through the date of termination based on the hours incurred at NH&M's rates set forth in Exhibit "B."

5. *Insurance.*

During the term of this Agreement, NH&M agrees to keep and maintain all insurance required by the RFP.

6. *Enforcement costs.*

In the event any lawsuit is brought to enforce compliance with the terms of the Agreement or interpret same, or if any administrative proceeding is initiated for the same purposes, the prevailing party shall pay to the non-prevailing party reasonable attorney's fees and costs, including appellate fees and costs.

7. *Entire Agreement.*

The Town and NH&M agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

8. *Inspector General.*

NH&M is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof, may demand and obtain records and testimony from NH&M. NH&M understands and agrees that in addition to all other remedies and consequences provided by law, the failure of NH&M to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of the Agreement justifying termination.

9. *Public Records.*

IF NH&M HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC

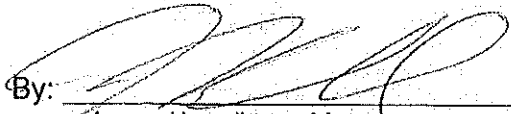
RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS, TOWN CLERK CAITLIN COPELAND AT (561)656-0316 OR CCOPELAND@JUNO-BEACH.FL.US, 340 OCEAN DRIVE, JUNO BEACH, FL 33408

NH&M shall comply with the provisions of Section 119.0701, Florida Statutes, and specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records, provide the Town 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.
- C. 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 NH&M does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of NH&M or keep and maintain public records required by the Town to perform the service. If NH&M transfers all public records to the Town upon completion of the contract, NH&M shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NH&M keeps and maintains public records upon completion of the contract, NH&M shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF JUNO BEACH

By: 
Jason Haselkorn, Mayor

ATTEST:

By: 
Caitlin Copeland, CMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Town Attorney

Witnesses:

NOWLEN, HOLT & MINER, P.A.

[Signature]
Print Name: GRAYDON SPARK

By: [Signature]
Name: Terry Morton
Title: Partner

[Signature]
Print Name:
Kasen Drouillard



NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE
NORTHBRIIDGE CENTRE
515 N. FLAGLER DRIVE, SUITE 1700
POST OFFICE BOX 347
WEST PALM BEACH, FLORIDA 33402-0347
TELEPHONE (561) 659-3060
FAX (561) 835-0628
WWW.NHMC.PA.COM

EVERETT B. NOWLEN (1930-1984), CPA
EDWARD T. HOLT, CPA
WILLIAM B. MINER, RETIRED
ROBERT W. HENDRIX, JR., CPA
JAYET R. DANCEVICH, RETIRED, CPA
TERRY L. JORDON, JR., CPA
R. RONALD BENNETT, CPA, ADV. CFP, CPA
ALEXIA G. VARGA, CFE, CPA
EDVIARD T. HOLT, JR., PFS, CPA
BRIAN J. BRESCIA, CFP, CPA

MARK J. BYMASTER, CFE, CPA
RYAN M. SHORE, CFP, CPA
WEI PAUL, CPA
WILLIAM C. KISNER, CPA
RICHARD E. BOOTS, CPA

October 14, 2019

BELLE GLADE OFFICE
333 S.E. 2nd STREET
POST OFFICE BOX 338
BELLE GLADE, FLORIDA 33430-0338
TELEPHONE (561) 996-5612
FAX (561) 996-6248

The Honorable Mayor, Members of the Town
Council, and Town Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

We are pleased to confirm our understanding of the services we are to provide Town of Juno Beach, Florida for the years ended September 30, 2019, 2020, 2021, 2022 and 2023, with an option for two (2) additional one (1) year renewals. We will audit the financial statements of governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Juno Beach, Florida as of and for the years ended September 30, 2019, 2020, 2021, 2022 and 2023, with an option for two (2) additional one (1) year renewals. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Juno Beach, Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Juno Beach, Florida's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund
- 3) Schedule of Employer Proportionate Share of Net Pension Liability – Florida Retirement System Pension Plan
- 4) Schedule of Employer Contributions – Florida Retirement System Pension Plan
- 5) Schedule of Employer Proportionate Share of Net Pension Liability – Florida Retirement System Health Insurance Subsidy Pension Plan

- 6) Schedule of Employer Contributions – Florida Retirement System Health Insurance Subsidy Pension Plan
- 7) Schedule of Changes in Total OPEB Liability and Related Ratios

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Juno Beach, Florida and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Juno Beach, Florida's financial statements. Our report will be addressed to the Mayor and Members of the Town Council of the Town of Juno Beach, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Juno Beach, Florida is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting

policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Juno Beach, Florida's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Juno Beach, Florida in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in

communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Juno Beach, Florida; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nowlen, Holt & Miner, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nowlen, Holt & Miner, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in October 2019 and to issue our reports no later than the March 1, 2020. Terry L. Morton is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be set forth in our Sealed Dollar Cost Proposal dated August 30, 2019, and will be \$15,500 for the fiscal year ended September 30, 2019. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Juno Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Nowlen, Holt & Miner, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Town of Juno Beach, Florida.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

TOWN OF JUNO BEACH
AUDIT SERVICES
SCHEDULE OF PROFESSIONAL FEES

Financial Statement Audit FY 2019 - 2023

Item	Period	Financial Statement Audit / CAFR
1	September 30, 2019	\$ 15,500.00
2	September 30, 2020	\$ 16,000.00
3	September 30, 2021	\$ 16,500.00
4	September 30, 2022	\$ 17,000.00
5	September 30, 2023	\$ 17,500.00

Item	Title	Proposed Number of Hours	Percentage of Time on Engagement
1	Partner	45	32.14%
2	Manager	55	39.29%
3	Supervisor Staff	-	0.00%
4	Staff	40	28.57%
	Total	140	100.00%

Single Audit and Additional Services (If Required)

Item	Title	Hourly Rate
1	Partner	\$185.00
2	Manager	\$160.00
3	Supervisor Staff	\$140.00
4	Staff	\$110.00

Signature and Date Edward T. Holt 08/30/2019

Name/Title/Company Edward T. Holt / President / Nowlen, Holt & Miner, P.A.