Request for Proposals Audit Services for the Coastside Fire Protection District

Date: August 5, 2024

TO ALL PROSPECTIVE PROPOSERS

The Coastside Fire District, a public agency, is seeking proposals from qualified Certified Public Accountants to serve the District as external auditor for a period of three (3) years. This would encompass fiscal years ending June 30, 2025, 2026, and 2027. The District will reserve the option to extend the contract for two additional one-year terms, covering fiscal years ending June 30, 2028 and 2029. The auditor shall be retained by the District's Board of Directors and shall be directly responsible to the Board.

A. GENERAL REQUIREMENTS

- 1. A minimum of five years in business.
- 2. Assignment to this account of at least one qualified principal or account person working under the supervision of the principal (minimum of five years experience each in performing and/or supervising auditing.)
- 3. Maintenance of professional liability insurance policy with a minimum \$1,000,000 limit of liability. A Certificate of Insurance must be filed with the District's Manager prior to appointment as Auditor.

B. SPECIFIC REQUIREMENTS

- 1. Experience involving primary responsibility for conducting financial and compliance audits for public agencies.
- 2. Thorough familiarity with the "Minimum Audit Requirements and Reporting Guidelines for Special Districts" prescribed by the Controller of the State of California, which are available here:

 https://www.sco.ca.gov/aud_min_req_reporting_guidelines_for_california_special_districts.html.

C. SPECIFIC SERVICES TO BE PROVIDED

The services to be provided consist of examining the financial statements, transactions, contracts, and records of the District and:

- Preparing an Annual Audit Report in accordance with applicable State laws and regulations with an opinion on the fairness of presentation of the Coastside Fire District's financial statements and on their conformity with generally accepted accounting principles and generally accepted auditing standards and compliance with standards and requirements set forth by the California State Department of Finance;
- 2. Preparing a Management Letter; and
- 3. Preparing the Report of Financial Transactions to the State Controller, which must be submitted to the State by September 30 of each year.
- 4. Complete and mail 1099's to all vendors and all required filings.

D. RECORDS TO BE AUDITED

The District's Accounting System consists of a single enterprise fund, including both operating and capital project accounts. The audit shall cover all of the District's funds, including but not limited to the following:

- 1. General Fund
- 2. Debt Service Fund
- 3. Facility Replacement and Contingency Reserves
- 4. Weed Abatement Fund
- 5. Retirement Reserve
- 6. Volunteer Fire Department Financial Records

E. BASIS OF ACCOUNTING

The accrual basis of accounting is used. The District's accounting system has been computerized.

F. TIME CONSIDERATION AND REPORT REQUIREMENTS

The Auditor shall initiate performance of financial audit services as early as feasibly possible upon the completion of the financial records of the District by the District's accountant following the close of the fiscal year. The District's accountant generally closes the financial records for the prior fiscal year by July 30 of each year.

Ten copies of the Annual Audit Report, including final Financial Statements and a Management Letter must be submitted to the District by October 1 each year. Prior to the submission of the final Annual Audit Report, but no later than September 15, the Auditor is required to review a draft of the proposed final Annual Audit Report and Management Letter with the District's Fire Chief. The Management Letter should include a summation statement of audit findings and recommendations affecting the financial statements, internal control, accounting systems, compliance determination and any other material matter.

The State Controller's Report must be submitted to the State by September 30 each year. Accordingly, the District will require the Auditor to complete this report and submit five copies of this report to the District by September 15 of each year.

Any penalties assessed against the District as a result of untimely receipt of the above opinions and reports will be deducted from the audit fee.

G. ASSISTANCE AVAILABLE TO AUDITING FIRM

The District's small office staff will be available to retrieve data and to reproduce documents, as required, for the Auditor during the course of the audit. Copies of prior years' audit reports are available from the District upon request.

H. PROPOSAL CONTENT

In order for your firm to be considered, please submit the following information in letter format:

- 1. Firm name
- 2. Business address
- 3. Telephone number
- 4. Year business established
- 5. Type of organization (individual, partnership or corporation)
- 6. Names of Principals, experience and professional qualifications

- 7. Number of Certified Public Accountants in the office providing this service with a current active license and number of support staff in the firm.
- 8. Statement of qualifications and experience in conducting financial and compliance audits for public agencies within the last three (3) years.
- 9. Describe the procedures you will follow in performing the audit and the manner in which you intend to test the financial condition of the District and express an opinion regarding the District's compliance with applicable accounting principles, standards and requirements.
- 10. Identity of the principal who would handle the District's account, if selected.
- 11. Describe in detail the method of compensation proposed offering the following information:
 - a. Estimate of the total hours required for each staff classification;
 - b. Estimate of the out-of-pocket costs;
 - c. The hourly rate to be charged for each staff classification; and
 - d. The all-inclusive maximum fee for each year of the five-year contract, including out-of-pocket costs.
- 12. The District reserves the right to cancel this contract at any time for any reason. Please acknowledge your understanding of this item in your proposal.

I. SELECTION PROCEDURES

The District Selection Committee will review and screen all proposals received. Selection criteria will be based on the following items, which are not necessarily listed in order of their importance:

- 1. Experience, background, and expertise of the firm and the personnel assigned to this account;
- 2. Compensation:
- 3. Technical merit of proposal and representations as to how the audit will be performed;
- 4. Length of time required to perform the complete audit; and
- 5. Ability to meet the requirements of the District's standard Professional Services Agreement.

The Selection Committee will present the results of its screening and review efforts to the Board of Directors. The Selection Committee and/or the full Board of Directors may determine to invite one or more of the firms submitting proposals to participate in an interview as part of the final selection process. The final selection of the auditor shall be made by the Board of Directors.

Any questions regarding the requirements outlined in this Request for Proposals or the information to be included in the proposal should be directed to the District's Deputy Chief.

All written proposals (original and 6 copies required) must be submitted to the District's Deputy Chief as follows:

Coastside Fire Protection District Attn: Deputy Chief Jonathan Cox 1191 Main Street Half Moon Bay, CA 94019 **Proposals must be received by 5 p.m. on August 30, 2024.** Proposals may not be withdrawn for 45 days thereafter.

J. FORM OF PROFESSIONAL SERVICES AGREEMENT

The firm selected by the District to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services with the District. The general form of the Agreement is attached as Attachment 1 so that proposers will have the opportunity to review the terms and conditions that will be included in the final contractual arrangement. Your attention is particularly drawn to Section 7, "Responsibility, Indemnification" and Section 8, "Insurance." By submitting a proposal, you agree to execute an Agreement in substantially the form included as Attachment 1.

If the proposer desires any additions, deletions or modifications to the form of the Agreement, they must be submitted for consideration with the Proposal at the time it is submitted. The District shall consider only those requested edits to the form Agreement that are made at the time of the Proposal.

ATTACHMENT 1 - STANDARD PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT FOR [ENTER PROJECT TITLE]

This Agreement is made and entered into as of the	day of	, 20
by and between the Coastside Fire Protection District h		"DISTRICT" and
hereinafter called "CONSUL"	TANT".	
RECITALS		

This Agreement is entered into with reference to the following facts and circumstances:

- A. That DISTRICT desires to engage CONSULTANT to provide professional services in the DISTRICT;
- B. That CONSULTANT is qualified to provide such services to the DISTRICT and;
- C. That the DISTRICT has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
 - 1. <u>Services</u>. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

Term; Termination. (a) The term of this Agreement shall commence upon 2. the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, DISTRICT shall compensate CONSULTANT for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of DISTRICT to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to DISTRICT hereunder.

3. <u>Compensation; Expenses; Payment.</u> DISTRICT shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$\sqrt{\text{

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to DISTRICT, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

- 4. Additional Services. In the event DISTRICT desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the DISTRICT Fire Chief (for contracts less than \$25,000) or DISTRICT Board (for contracts \$25,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
- 5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to DISTRICT for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
- 6. <u>Authorization</u>. This Agreement becomes effective when endorsed by both parties in the space provided below.
- 7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the DISTRICT shall rely on such skills of the CONSULTANT to do and perform the work. In performing services

hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

- 8. <u>Documents</u>. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to DISTRICT, become the property of DISTRICT.
- 9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the DISTRICT is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the DISTRICT.
- 10. <u>Schedule</u>. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that DISTRICT shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to DISTRICT of DISTRICT's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless DISTRICT, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, DISTRICT, its Board, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify Coastside Fire Protection District, its Board, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. <u>Insurance</u>. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering DISTRICT's risks in form subject to the approval of the DISTRICT Attorney and/or DISTRICT's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category	Minimum Limits		
Workers' Compensation	statutory minimum		
Employer's Liability	\$1,000,000 per accident for bodily injury or disease		
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage		
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)		
¹ Professional Liability	\$1,000,000 per claim and aggregate		

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the DISTRICT as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by

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¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. □ Recommended _____ [Project Manager] □ Approved _____ [Risk Manager]

CONSULTANT shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the DISTRICT prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish DISTRICT with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after DISTRICT shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the Coastside Fire Protection District, its Board, officers, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to Coastside Fire Protection District, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by DISTRICT for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from DISTRICT's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT, to the extent required by this Agreement, before the DISTRICT's insurance or self-insurance may be called upon to protect DISTRICT as a named Insured.

All self-insured retentions (SIR) must be disclosed to DISTRICT for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or DISTRICT.

DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and DISTRICT in the same manner and to the same extent as CONSULTANT is bound to DISTRICT under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the DISTRICT at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

- 13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
- NON-DISCRIMINATION. The CONSULTANT will not discriminate against 14. any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.
- 15. <u>Notice</u>. All notices required by this Agreement shall be given to the DISTRICT and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

DISTRICT: Coastside Fire Protection District

1191 Main Street

Half Moon Bay, CA 94019

Attention: Fire Chief

CONSULTANT:

(Fill in CONSULTANT Name, Address, Phone Number, and Project Manager for CONSULTANT)

- 16. <u>Non-Assignment</u>. This Agreement is not assignable either in whole or in part.
- 17. <u>Amendments</u>. This Agreement may be amended or modified only by written agreement signed by both parties.
- 18. <u>Validity</u>. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
- 20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
- 21. <u>Conflict of Interest</u>. CONSULTANT may serve other clients, but none who are active within the DISTRICT's service area or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
- 22. <u>Entire Agreement</u>. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

	COASTSIDE FIRE PROTECTION DISTRICT
Dated:	, DISTRICT Assistant Fire Chief
Dated:	

Fire Board President
(for contracts \$25,000 or more)
[REMOVE signature line if less than \$25,000]

APPROVED AS TO FORM

Dated:

Jean Savaree, DISTRICT Attorney

CONSULTANT

Dated:

Type Name & Title of CONSULTANT
Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR [ENTER PROJECT TITLE]

EXHIBIT B CONSULTANT'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

EXHIBIT D

This INSURANCE COVERAGE FORM m	odifies or documents insurance provided un	der the following	j:	
Named Insured:	Effective Work Da	Effective Work Date(s):		
1191 Ma Half Moo	le Fire Protection District (DISTRICT) in Street on Bay, CA 94019			
	: Fire Chief			
	pinted officers, officials, employees and volunteers nages and defense of claims arising from: (Check all	Insurer	Policy No.	
Insured, (b) products and con premises owned, leased occup	ies performed by or on behalf of the Named inpleted operations of the Named Insured, (c) bied or used by the Named Insured, and/or (d) is performed by the Named Insured. {Note: orm # CG 20 10 11 85}			
unloading of any auto owned Insured, regardless of whether	ip, operation, maintenance, use, loading or d, leased, hired or borrowed by the Named liability is attributable to the Named Insured or sured and the Additional Insured, its elected or aployees or volunteers.			
Other:				
Certificates of Insurance Required (n	o endorsement needed) (Check all that apply)	Insurer	Policy No.	
Insured while those employees	ork performed by employees of the Named is are engaged in work under the simultaneous amed Insured and the Additional Insured.			
Professional Liability:				
for the benefit of Additional Insureds. SEVERABILITY OF INTEREST: The insurance	e afforded by this policy applies separately to each insuept with respect to the insurer's limit of liability.	red who is seeking		
	<u>DUTIES AFTER ACCIDENT OR LOSS</u> : Any failure to Additional Insured, its elected or appointed officers, o			
	orded by this policy shall not be suspended, voided, ca e (ten (10) days if canceled due to non-payment) by re ice shall be addressed as shown above.			
appointed officers, officials, agents, volunteers by the Named Insured for the DISTRICT. Nothing herein contained shall vary, al	named above agree to waive all rights of subrogatio and employees for losses paid under the terms of this ter or extend any provision or condition of the Pol URER OR AUTHORIZED REPRESENTATIVE OF THE	policy which arise f	rom work performe	
	7		authority to hind th	
I, above-named insurance company and by my s	ignature hereon do so bind this company.	arrant that i have a	authority to bind ti	
SIGNATURE OF AUTHORIZED REPRESENT	ATIVE (original signature required)			
ORGANIZATION:	TITLE:			
ADDRESS:				
TELEPHONE: ()	DATE ISSUED:			