

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TOWN OF BLUFFTON AGREEMENT
NUMBER 2026-31

THIS AGREEMENT is made the _____ of _____, 2026 between _____ (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to contract with a certified public accounting firm to audit financial statements for Fiscal Years 2026 through 2030; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work in Attachment 1. Services shall commence July 1, 2026 and shall run through June 30, 2029 unless earlier terminated.

The draft audit report is due to the Town on or before November 1st each year.
The final audit report is due to the Town on or before November 15th each year.

2. Deliverables: The deliverables resulting from execution of the above-mentioned work shall include but not limited to:

- Report on the fair presentation of the basic financial statements in conformity with Generally Accepted Accounting Principles. This report shall include Required Supplemental Schedules as required by GASB 34;
- Review and feedback regarding supplementary information such as Management's Discussion and Analysis and the combining and individual fund financial statements and schedules;
- Preparation and issuance of the Single Audit Report, if applicable, including but not limited to auditor's reports, Schedule of Expenditures of Federal Awards (SEFA), and Schedule of Finding and Questioned Costs;
- Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards made as part of the examination of the General Purpose Financial Statements; and
- Any other required disclosures or report.

3. Auditing Standards: The audit and all submitted reports shall be made in accordance with the most recent standards available including:

- Generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA) including the AICPA's Industry Audit Guide, Audits of State and Local Governmental Units;
- Standards for financial audits as set forth in the U.S. Government Accountability Office's Government Auditing Standards (2003), known as the Yellow Book;
- Provisions of the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
- Rules of the South Carolina State Auditor;
- Reporting requirements established by the Governmental Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program; and
- Any other applicable Federal, State, Local Regulations or Professional Guidance not specifically listed above.

4. Fees: The total cost of these services shall be firm fixed price as follows and in accordance with Attachment 2:

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Fiscal Year	Audit	Single Audit, if req'd
2026	\$29,900	\$4,000
2027	30,900	4,000
2028	31,900	4,000

5. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable or to Invoice@townofbluffton.com, with a copy to the Project Manager. The invoice should reference contract number 2021-40. Approved invoices shall be paid within 30 days upon receipt of invoice in the Finance Department.

6. General Terms and Conditions:

- a. The Contractor shall be required to maintain the appropriate amounts and coverages of insurance for general liability, auto liability, professional liability, and workers compensation as identified in Attachment 3 for the entire length of the agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
- b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
- c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
- d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non-licensed Sub-Contractors is grounds for termination.
- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.

The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

_____	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
_____	Witnesses: _____

Attachments:

- 1. Scope of Work
- 2. Pricing from Proposal
- 3. Insurance

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ATTACHMENT 1
SCOPE OF WORK

1. The funds and component units to be audited are those enumerated in the solicitation documents. The Town shall make good faith efforts to have closed and balanced all accounts for all funds to be examined by Contractor by September 15 of each year. Audit preparation lists shall be provided to the Town no later than August 1.
2. The primary requirement will be an examination and expressed opinion in accordance with generally accepted auditing standards and the single year audit, if required, of the financial statements of the Town of Bluffton for the fiscal years ending June 30, 2026, 2027, 2083, 2094 and 2030.
3. Contractor shall assist the Town in preparing one electronic copy of the Town's Comprehensive Annual Financial Report and shall include an opinion on the General Purpose Financial Statements and "in relation to" opinion(s) on individual funds and supplementary schedules.
4. Special reports shall be prepared concurrently with the report on the General Purpose Financial Statements required above or at other times a specifically required by law and contracts. The following reports shall be required:
 - Report on the fair presentation of the basic financial statements in conformity with Generally Accepted Accounting Principles. This report shall include Required Supplemental Schedules as required by GASB 34;
 - Review and feedback regarding supplementary information such as Management's Discussion and Analysis and the combining and individual fund financial statements and schedules;
 - Preparation and issuance of the Single Audit Report, if applicable, including but not limited to auditor's reports, Schedule of Expenditures of Federal Awards (SEFA), and Schedule of Finding and Questioned Costs;
 - Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards made as part of the examination of the General Purpose Financial Statements; and
 - Any other required disclosures or report.
5. Contractor shall observe the adequacy of the financial policies, accounting systems and system of internal controls. If weaknesses are noted, appropriate recommendations shall first be reviewed with the appropriate management officials and included in a separate management letter to Town Council.
6. Contractor shall provide guidance and support to Town staff in the implementation of proper accounting procedures and keep Town staff informed of newly issued applicable accounting announcements.
7. Contractor must complete all audit work and provide a draft report to the Town on or before November 1st of each year. Audit work shall be performed a minimum of one (1) full concurrent work week in the field and with a minimum of an audit senior and staff to ensure limited external communications of open items and consistent understanding of financial matters. A final report shall be provided on or before November 15 of each year. If deemed necessary, Contractor will be available to attend a post-audit conference and will be available to present the audit to Town Council at the December Town Council meeting unless otherwise agreed to by the Town.

ATTACHMENT 2

PRICING

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ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation — Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy — Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability — Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability (for Professional Services only) — Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements — Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

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