

**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
FINANCIAL SERVICES DEPARTMENT**  
1960 LANDINGS BLVD. -- SARASOTA, FL 34231-3331  
PHONE (941) 927-9000 --- FAX (941) 927-4017

**CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTORS**

(See reverse side for definition of independent contractor)

<b>NAME</b> <b>STREET/BOX</b> <b>CITY/STATE/ZIP</b>	<small>ACCOUNTS PAYABLE USE ONLY</small>
	<b>VENDOR #</b> _____
	<b>CONTRACT #</b> _____

**SOCIAL SECURITY #** \_\_\_\_ - \_\_\_\_ - \_\_\_\_      **FEDERAL IDENTIFICATION #** \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
**CONTACT PERSON** \_\_\_\_\_      **CONTACT PHONE** \_\_\_\_\_

**DESCRIPTION - COST STRIP - APPROVAL**

**SERVICES RENDERED:**      The School Board of Sarasota County, Florida, hereinafter called the School Board, and the above named Independent Contractor, agree as follows:

**The School Board shall pay the Independent Contractor for the following services:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To be performed during the following time period:**  
\_\_\_\_\_  
\_\_\_\_\_

**Payment shall be made (with submission of request for payment form 006-80-FIN) as follows:**  
\_\_\_\_\_

I have read the reverse side of this document, and I certify that I am not an employee of the School Board of Sarasota County Florida and that I will perform the duties as indicated above. I shall provide evidence of the services performed to the cost center head indicated below. I agree to release and hold the School Board of Sarasota County, Florida and/or its employee: agents and volunteers harmless from and against all claims, judgments, costs, or other expenses arising out of bodily injury or property damage resulting from my performance of the services specified in this contract.  
The State of Florida and its political subdivisions are governed by FS 768.28(18)

\_\_\_\_\_  
**Signature of Acceptance by Independent Contractor**      **Date**

**COST STRIP:**

Line	Fund Source *	Function	Object	Cost Center	Project	Amount
1			310			
2			310			
[ If more than 2 cost strips attach addendum ]						<b>Total **</b>

(\*) For fund source 4421 see reverse side for special instructions, provisions & procedures.  
(\*\*) If total amount is \$25,000 or over please indicate:  
**SCHOOL BOARD APPROVAL DATE** \_\_\_\_\_      **AGENDA ITEM #** \_\_\_\_\_

**FINGERPRINTING:**

Do the duties associated with this contract involve direct contact with students, access to school grounds when students are present, or access to District funds?    YES    NO    If yes, you must report to Human Resources for fingerprinting at your expense. Fingerprints were taken and criminal history was reviewed on \_\_\_\_\_. This person is approved to contract with the District.

**Human Resources Executive Director** \_\_\_\_\_      **Date** \_\_\_\_\_

**APPROVALS:**

I certify that this contract is essential and internal resources are not available within the School District.

**Cost Center Head/Director:** \_\_\_\_\_      **DATE:** \_\_\_\_\_  
**Supervisor of Above** \_\_\_\_\_      **DATE:** \_\_\_\_\_  
**Financial Services, Treasurer** \_\_\_\_\_      **DATE:** \_\_\_\_\_

**INSTRUCTIONS**

This contract must be signed and approved by all parties before the services may commence. If the independent contractor is to receive payment for travel, the payment cannot exceed the travel allowances permitted under Florida Statute 112.061. This contract must be approved by the School Board of Sarasota County, if it is in the amount of \$25,000 or greater. The dividing c contracts in order to circumvent the \$25,000 limit will result in notification to the School Board

**An IRS Form 1099 will be issued for all transactions covered by Federal regulation.**



June 3, 2008

District School Board of Sarasota County  
1960 Landings Boulevard  
Sarasota, FL 34231

Dear Members:

This letter of arrangement between District School Board of Sarasota County (the "District") and Cherry, Bekaert & Holland, L.L.P. sets forth the nature and scope of the services we will provide, the District's required involvement and assistance in support of our services, the related fee arrangements and other terms and conditions designed to assure that our professional services are performed to achieve the mutually agreed upon objectives of the District.

### **SUMMARY OF SERVICES**

We will audit the statement of fiduciary assets and liabilities of the Sarasota Board of Sarasota County, Florida, (the "District") School Internal Funds as of June 30, 2007.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include test of accounting records and other procedures as deemed necessary to enable us to express such an opinion and to render the required reports. The objective of an audit is the expression of our opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

If our opinion, resulting from the procedures described above is other than unqualified, we will fully discuss the reasons with you in advance.

As part of our engagement, we will prepare the financial statements and note disclosures from individual fund trial balances that you will provide. However, management is responsible for the financial statements and note disclosures. In your representation to us, you will be asked to acknowledge our role in this regard, and your review, approval, and responsibility for the financial statements and note disclosures. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

We also anticipate that we will prepare entries to convert your cash based records to accrual based financial statements. However, management is responsible for the accrual adjustments. In your representation to us, you will be asked to acknowledge our role in this regard, and your review, approval, and responsibility for the accrual adjustments. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements. Should the District wish to include or incorporate by reference these financial statements and our report thereon into any official statement or any other document related to the offering of debt securities at some future date, we would consider our consent to the inclusion of our report into another such document at that time. However, we are required by auditing standards generally accepted in the United States of America to perform certain procedures before we can give our permission as to the inclusion of our report into another such document. You agree that you will not include or incorporate by reference these financial statements and our report thereon into any other document without our prior written consent.

Troy Manning, who will be responsible for assuring the overall quality, value, and timeliness of our services to you, will lead the engagement.

### **YOUR EXPECTATIONS**

As part of our planning process, we will discuss with you your expectations of Cherry, Bekaert & Holland, L.L.P., changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry, Bekaert & Holland, L.L.P., and specific engagement arrangements and timing. Our service plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and to meet or exceed your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance.

### **TERMS AND CONDITIONS SUPPORTING FEE**

As a result of our planning process, the District and Cherry, Bekaert & Holland, L.L.P. have agreed to a fee, subject to the following conditions.

To facilitate meeting our mutual objectives, the District will provide in a timely manner audit schedules and supporting information, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the District is unable to provide such schedules, information and assistance, Cherry, Bekaert & Holland, L.L.P. and the District will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

In providing our services, we will consult with the District with respect to matters of accounting, financial reporting, or other significant business issues. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation, or audit work beyond that amount, Cherry, Bekaert & Holland, L.L.P. and the District will agree to an appropriate revision in services and fee.

Except for any changes in fees, which may result from the circumstances described above, our fees will be limited to those set forth below.

### **FEE**

Our fees for these services will be based upon our customary billing practices at the time of the engagement. Bills for services will be rendered as work progresses and are due within 15 days from invoice date. The Florida Prompt Payment Act governs the payment of invoices in the State of Florida. The fee for our audit as described in this letter will not exceed \$42,000. This 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. Any modification to the fee shall be in writing and signed by both parties. You agree to pay all costs of collection (including reasonable attorneys' fees) that we may incur in connection with the collection of unpaid invoices.

#### **LIMITATIONS OF THE AUDITING PROCESS**

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the District) on the financial statements.

If, for any reason, we are unable to complete the audit, or are unable to form or have not formed an opinion on the basic financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement.

#### **RESPONSIBILITIES AS TO INTERNAL CONTROLS**

As a part of our audit, we will consider the District's internal control structure, as required by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, sufficient to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion concerning the basic financial statements. You recognize that the basic financial statements and the establishment and maintenance of an effective internal control over financial reporting are the responsibility of management. You also recognize that management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, fraud, or illegal acts.

An audit is not designed to provide assurance on internal control. As part of our consideration of the District's internal control structure, however, we will inform you of significant deficiencies in the design or operation of the internal control structure, if any.

You are also 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 District involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others.

#### **REPRESENTATION FROM MANAGEMENT**

Management is responsible for the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America, for making all financial records and related information available to us, and for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities. Management is also responsible for adjusting the financial

June 3, 2008

Page 6

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call Troy Manning at (727) 329-1819.

Very truly yours,

**CHERRY, BEKAERT & HOLLAND, L.L.P.**

*Cherry, Bekaert & Holland, L.L.P.*

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the District

By: *MC*

Title: *CEO*

Date: *Signed  
6/5/08*