

Cool Springs Conference Center: Convention Center: Joint Venture - Equity Interest (Conference Center)FROM July 01, 2010 TO June 30, 2011

This agreement made this 15th day of April 2011, by and between Crosslin and Associates, PC, 2525 West End Avenue, Suite 1100, Nashville, TN 37203-1741, hereinafter referred to as the "auditor" and Conference Center, of PO Box 305, 109 Third Avenue South, Franklin, TN 37065, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the financial statements of all funds of the organization for the period beginning July 01, 2010, and ending June 30, 2011 with the exception of the funds (if any) listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a report containing an expression of an unqualified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and *OMB Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).
5. The auditor shall file one (1) electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish As requested printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2011, but in no case, shall be filed later than six (6) months following the period to be audited, without prior written explanation to the Comptroller of the Treasury, State of Tennessee and the organization. Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

Continued on next page --->>>

7. Provisions for reporting fraud:

Any reasonable suspicion of fraud, such as defalcation, misappropriation, misfeasance, malfeasance, embezzlement or other illegal acts shall be reported by the auditor, in writing immediately upon discovery, to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation.

8. (Special Provisions)

9. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or per diem.) (Fixed Amount: **\$12500**) or (Estimated gross fee:)

(If per diem, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of such per diem fees should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF PER DIEM FEES:

10. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has part has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization, and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*.
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

11. This writing, including any amendments, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s). All electronic documents should be indistinguishable from paper documents and should comply with the requirements of the *Audit Manual*.

Crosslin and Associates, PC

Cool Springs Conference Center: Convention Center:
Joint Venture - Equity Interest

Audit firm

Governmental Unit or Organization

By J. Deel Crosslin
Signature

By _____
Signature

Title/Position: Managing Principal

Title/Position: _____

E-mail address: dell.crosslin@crosslinpc.com

E-mail address: _____

Date: April 15, 2011

Date: _____

Approved by the Comptroller of the Treasury, State of Tennessee

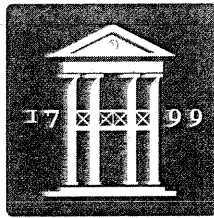
For the Comptroller:

By _____

Date: _____

ADMINISTRATION

Russell B. Truell
Assistant City Administrator, CFO
Finance



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

**HISTORIC
FRANKLIN
TENNESSEE**

March 11, 2011

TO: Budget & Finance Committee Members

FROM: Eric Stuckey, City Administrator
Russ Truell, Assistant City Administrator/CFO

SUBJECT: Audit Contracts for FY2010-2011.

Purpose

The purpose of this item is to review the proposals for auditing services for the current fiscal year and make a recommendation to BOMA for award of a contract to one or more of the vendors.

Background

The City of Franklin has advertised for proposals from qualified organizations to conduct our annual financial audit. The engagement will be for the City of Franklin financial accounts and for the Cool Springs Conference Center. The Conference Center proposal was to be made separately, but firms were invited to make proposals on both audits.

Proposals were due no later than March 10, 2011 (yesterday) and three proposals were received. The panel that is reviewing the proposals cannot meet until Monday, March 14, so there is no recommendation prepared to travel with the Budget & Finance Committee information packet.

Recommendation

The review panel will have a recommendation prepared for the Thursday night meeting and perhaps earlier. We will deliver the recommendation to Committee members as soon as possible.

City of Franklin, Tennessee
Tabulation of Proposals

Proposals for:	2011-023B (financial and compliance auditing services for Cool Springs Conference Center)
Notice to Proposers published in the <i>Williamson Herald</i> on:	2/24/11
Number of vendors that were notified of / that responded to this request for proposals:	16 / 3
Date and time proposals due and TECHNICAL proposals publicly opened:	3/10/11 2:00 PM
Present at opening of TECHNICAL proposals:	Kim White & Cary Street of Crosslin & Associates, and John Whybrew of Alexander Thompson Arnold; and Tiffany Wilkins and Brian Wilcox of the City of Franklin
Date and time COST proposals opened:	3/16/11 4:15 PM
Present at opening of COST proposals:	Russ Truell, Mike Lowe and Katie Marra of the City of Franklin Finance Department; Steve Sims of the City of Franklin Revenue Department; and Brian Wilcox of the City of Franklin Purchasing Office
Target meeting of BOMA at which Budget & Finance Advisory Committee recommendation, if any, will be presented:	4/12/11

Proposals received from:	Proposal No.:	Description of proposal	Does the proposal take exceptions to the City's requirements?	Total quoted proposed fee for services to be rendered for audit of FY 2011:	Proposal Evaluation Team consensus score including fees for all four years (out of 1,000 total points possible):	Payment terms:	Proposal is valid and may be accepted through:
Alexander Thompson Arnold PLLC 227 Oil Well Rd. Jackson, TN 38305 Michael M. Hewitt, CPA, Member/Partner 731/427-8571	1 of 1	financial and compliance auditing services for Cool Springs Conference Center	Proposer takes no exceptions	\$14,000.00 (\$13,000.00 if performed simultaneously with City government audit)	899	net 30 days	06/30/11
Crosslin & Associates, P.C. 2525 West End Ave., Suite 1100 Nashville, TN 37203 J. Dell Crosslin, Managing Principal 615/320-5500	1 of 1	financial and compliance auditing services for Cool Springs Conference Center	Proposer takes no exceptions	\$12,500.00	909	net 30 days	05/31/11
Yeary Howell & Associates 501 East Iris Drive Nashville, TN 37204-3109 Hubert E. Yeary, Partner 615/385-1008	1 of 1	financial and compliance auditing services for Cool Springs Conference Center	Proposer takes no exceptions	\$13,900.00	816	net 30 days	06/10/11

²Each proposal was scored by each member of a Proposal Evaluation Team on a 1,000-point scoring system based on the Request for Proposals. The Proposal Evaluation Team consisted of the Assistant City Administrator for Finance & Administration, the Comptroller, a Financial Analyst, and the Assistant City Recorder for Billing & Collections.