

**RESOLUTION NO. 2013-04**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE  
PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY AND PLANTE MORAN,  
PLLC**

**WHEREAS**, the Port of Greater Cincinnati Development Authority (the "Port Authority") is statutorily mandated to obtain an annual financial statement audit pursuant to Ohio Revised Code Sections 117.11 and 115.56; and

**WHEREAS**, the Auditor of State ("Auditor") required issuance of a Request for Proposals for the audit of Port Authority financial statements for the fiscal periods January 1, 2012 through December 31, 2016 and Plante Moran, PLLC, was the proposal deemed most advantageous to the Auditor and the Port Authority; and

**WHEREAS**, the Plante Moran, PLLC, proposal to the Port Authority to provide audit services for the fiscal periods 2012-2016 is an all-inclusive, fixed fee of \$132,336.00;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Port of Greater Cincinnati Development Authority:

Section 1. This Board hereby authorizes the President of the Port Authority to expend funds and do all things necessary to execute and fulfill the obligations and responsibilities of the Port Authority pursuant to the agreement for audit services between the Port Authority and Plante Moran, PLLC, for the fiscal periods 2012-2016; the cost of services is an all-inclusive, fixed fee of \$132,336.00.

Section 2. This Board finds and determines that the authorization provided in Section 1 of this resolution is necessary to comply with the requirements of the Ohio Revised Code; to provide financial transparency to our public and private partners; and is in the best interest of the Port Authority.

Section 3. This Board finds and determines that all formal actions of this Board and relating to the adoption of this resolution were taken, and that deliberations of this Board that resulted in such formal action were held, in meetings open to the public in compliance with the law.

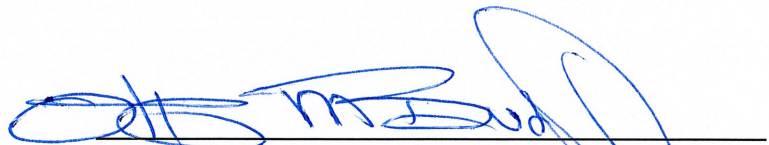
Section 4. This resolution shall be in full force and effect upon its adoption.

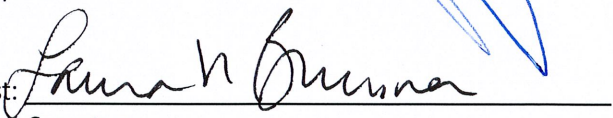
Adopted: February 13, 2013

Yeas: 8

Nays: 0

Abstention: 0

  
Chairperson

Attest:   
Secretary



# Dave Yost • Auditor of State

## MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 18th day of January, 2013, by and between Plante & Moran, PLLC an independent public accountant (IPA), DAVE YOST, Auditor of State of Ohio (Auditor) and Port of Greater Cincinnati Development Authority, Hamilton County (Public Office) WITNESSETH:

Whereas, the Public Office on November 9, 2012, issued a Request for Proposals for the audit of Port of Greater Cincinnati Development Authority, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 115.56, Revised Code, for fiscal periods January 1, 2012 through December 31, 2016.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the audit of Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Public Office, with the approval of the Auditor, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified audit of Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

NOT APPLICABLE

Subcontractor Name

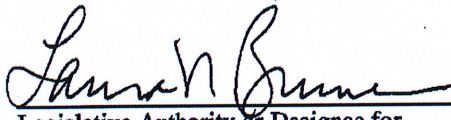
Address

Number of Hours

Rate Per Hour

Total Subcontract

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.



Legislative Authority or Designee for  
Port of Greater Cincinnati Development Authority

Jan 22 '13  
Date

blake.roe@plantemor  
an.com

Digitally signed by  
blake.roe@plantemoran.com  
DN: cn=blake.roe@plantemoran.com  
Date: 2013.01.21 14:34:36 -05'00'

Plante & Moran, PLLC

Date

APPROVAL:

bminscho@audit  
or.state.oh.us

Digitally signed by  
bminscho@auditor.state.oh.us  
DN: cn=bminscho@auditor.state.oh.us  
Date: 2013.01.23 17:50:07 -05'00'

Compliance, Auditor of State

Office of DAVE YOST, Auditor of State of Ohio

In Accordance with Sections 117.11 & 115.56 Revised Code

(Not valid unless approved by Legal Division)

Date