

NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL COUNCIL MEETING
AGENDA**

December 8, 2025
9:30 AM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Special Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Monday, December 8, 2025 at 9:30 a.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Meeting Link: Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/85135869616?pwd=Gqn0ARCbSAXPmdDhO5pw7V17F3zG1M.1>

Passcode:252875

Phone one-tap:

+13052241968,,85135869616# US

+16469313860,,85135869616# US

Join via audio:

+1 305 224 1968 US

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 689 278 1000 US

+1 719 359 4580 US

+1 720 707 2699 US (Denver)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

Webinar ID: 851 3586 9616

International numbers available: <https://us06web.zoom.us/j/kdkfCatl7D>

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on Friday, December 5, 2025.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL

PUBLIC COMMENT

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

DISCUSSION ITEMS:

1. Discussion and Acceptance of the Audit Selection Committee recommendation on the selection of an External Auditor Firm. Sponsored by Town Manager Lindsley Noel.
2. Discussion and possible action to execute an agreement with the Citrin Cooperman for external audit services. Sponsored by Town Manager Lindsley Noel.

ADJOURNMENT: Set for 11:00 a.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

December 8, 2025

ITEM NUMBER: 1.

ITEM: Discussion and Acceptance of the Audit Selection Committee recommendation on the selection of an External Auditor Firm. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

Pursuant to Section 218.391, Florida Statutes, the Town established an Auditor Selection Committee to oversee the process of selecting an independent auditor for the annual financial audit. The Committee has completed its work by publicly soliciting proposals, evaluating submissions, and ranking qualified firms.

Because compensation was included as one of the evaluation factors, the statute requires that the Council select the highest-ranked qualified firm, unless the Council documents in the public record a clear reason for choosing another recommended firm.

The proposals were ranked as follows:

1. Citrin Cooperman (recommended by Auditor Selection Committee)
2. CBIZ
3. Grau & Associates

The Council must now formally select one of the firms recommended by the Committee.

Because compensation was included as one of the evaluation factors, the statute requires that the Council select the highest-ranked qualified firm, or provide a clear justification for choosing another recommended firm.

RECOMMENDED ACTION:

Select Citrin Cooperman as the highest-ranked qualified firm as recommended by the Auditor Selection Committee.

FINANCIAL ANALYSIS:

Not applicable

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Scoring_Sheets
2.	evaluationcommittee tabulation
3.	CBIZ Proposal for Town of Bay Harbor Islands
4.	Citrin Cooperman Proposal for Town of Bay Harbor Islands
5.	Grau and Associates-Bid Proposal-Auditing Services - Town of Bay Harbor Islands
6.	Resolution Recommendations of Auditor Selection Committee(62943556.1)



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR

RFP Title: External Auditor Services

Firm Evaluated: **CBIZ** _____

Committee Member: **Christopher Wallace** _____

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer's quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|--|--------------------|
| 1. Experience: Proposer's Qualifications & Experience | 25% Rank: <u>1</u> |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: <u>1</u> |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: <u>1</u> |
| 4. Specific Audit Approach | 10% Rank: <u>1</u> |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: <u>2</u> |

COMMENTS

Incumbent firm displaying proven ability

SIGNATURE

Committee Member Signature: _____

Date: 12/3/25



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR

RFP Title: External Auditor Services

Firm Evaluated: Citrin Cooperman

Committee Member: Christopher Wallace

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer's quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|--|--------------------|
| 1. Experience: Proposer's Qualifications & Experience | 25% Rank: <u>2</u> |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: <u>2</u> |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: <u>2</u> |
| 4. Specific Audit Approach | 10% Rank: <u>2</u> |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: <u>1</u> |

COMMENTS

Capable firm ranked second to incumbent firm

SIGNATURE

Committee Member Signature: _____

Date: 12/3/25



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR

RFP Title: External Auditor Services

Firm Evaluated: **Grau and Associates**

Committee Member: **Christopher Wallace**

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer's quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

1. Experience: Proposer's Qualifications & Experience	25% Rank: <u>3</u>
2. Ability of Personnel: Partner, Supervisory & Staff Qualifications	20% Rank: <u>3</u>
3. Ability to Furnish Required Services: Similar Engagements	20% Rank: <u>3</u>
4. Specific Audit Approach	10% Rank: <u>3</u>
5. Price or Fees for Services <i>(Pricing may contain ties)</i>	25% Rank: <u>3</u>

COMMENTS

Capable firm. Ranking not reflective of ability

SIGNATURE

Committee Member Signature: _____

Date: **12/3/25**



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR

RFP Title: External Auditor Services

Firm Evaluated: CB12

Committee Member: MAYTE GAMIOTEA

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer's quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|--|---------------------|
| 1. Experience: Proposer's Qualifications & Experience | 25% Rank: <u>2</u> |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: <u>2</u> |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: <u>2</u> |
| 4. Specific Audit Approach | 10% Rank: <u>2</u> |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: <u>02</u> |

COMMENTS

SIGNATURE

Committee Member Signature: MAYTE GAMIOTEA

Date: 12/3/25



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR

RFP Title: External Auditor Services

Firm Evaluated: CITRIP
Committee Member: MAYTE D. Gamio tea

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer's quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|--|----------------------|
| 1. Experience: Proposer's Qualifications & Experience | 25% Rank: <u>1</u> |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: <u>1</u> |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: <u>1</u> |
| 4. Specific Audit Approach | 10% Rank: <u>1</u> |
| 5. Price or Fees for Services (Pricing may contain ties) | 25% Rank: <u>2</u> / |

COMMENTS

SIGNATURE

Committee Member Signature: MAYTE D. Gamio tea

Date: 12/3/25



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR

RFP Title: External Auditor Services

Firm Evaluated: Graw & Associates

Committee Member: MAYTE CAMILOTEA

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer's quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|---|---------------------------|
| 1. Experience: Proposer's Qualifications & Experience | 25% Rank: <u>3</u> |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: <u>3</u> |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: <u>3</u> |
| 4. Specific Audit Approach | 10% Rank: <u>3</u> |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: <u>3</u> |

COMMENTS

SIGNATURE

Committee Member Signature: MAYTE CAMILOTEA

Date: 12/3/25



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR
RFP Title: External Auditor Services
Firm Evaluated: Grau & Associates
Committee Member: Isaac Salver

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer’s quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|---|------------------------|
| 1. Experience: Proposer’s Qualifications & Experience | 25% Rank: __3__ |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: __3__ |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: __3__ |
| 4. Specific Audit Approach | 10% Rank: __3__ |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: __3__ |

COMMENTS

SIGNATURE

Committee Member Signature: _____

Date: _____



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR
RFP Title: External Auditor Services
Firm Evaluated: CBIZ CPA
Committee Member: Isaac Salver

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer’s quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|---|------------------------|
| 1. Experience: Proposer’s Qualifications & Experience | 25% Rank: __2__ |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: __2__ |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: __2__ |
| 4. Specific Audit Approach | 10% Rank: __2__ |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: __2__ |

COMMENTS

SIGNATURE

Committee Member Signature: _____

Date: _____



RFP EVALUATION COMMITTEE SCORING SHEET

RFP #: 4-1029-FN-0-2025/FVR
RFP Title: External Auditor Services
Firm Evaluated: Cintrin & Cooperman
Committee Member: Isaac Salver

RANKING INSTRUCTIONS

- Rank 1 = Highest ranked (best) proposer
- Rank 2 = Next highest ranked proposer
- Rank 3 = Next, and so on...
- No ties allowed, except for pricing
- Rankings should reflect the proposer’s quality relative to all proposals received.

EVALUATION CRITERIA (RANKING-BASED)

(Percentage weights are provided for information. Evaluators assign only rankings.)

Evaluation Criteria

- | | |
|---|------------------------|
| 1. Experience: Proposer’s Qualifications & Experience | 25% Rank: __1__ |
| 2. Ability of Personnel: Partner, Supervisory & Staff Qualifications | 20% Rank: __1__ |
| 3. Ability to Furnish Required Services: Similar Engagements | 20% Rank: __1__ |
| 4. Specific Audit Approach | 10% Rank: __1__ |
| 5. Price or Fees for Services <i>(Pricing may contain ties)</i> | 25% Rank: __1__ |

COMMENTS

SIGNATURE

Committee Member Signature: _____

Date: _____



RFP EVALUATION COMMITTEE TABULATION - INITIAL RANKING

RFQ# RFQ-4-1029-0-2026/FVR
 TITLE: External Auditor Services
 DATE: 12/3/2025

Rater #1 - Chris Wallace																
PROPOSING FIRM	Experience			Ability of Personnel			Ability to Furnish the Required Services			Specific Audit Approach			Price or fees for services			Total Points Awarded
	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	
CBIZ CPA PC	0.25	1	0.25	0.20	1	0.20	0.20	1	0.20	0.10	1	0.10	0.25	2	0.50	1.25
Cintrin Cooperman and Company, LLP	0.25	2	0.50	0.20	2	0.40	0.20	2	0.40	0.10	2	0.20	0.25	1	0.25	1.75
Grau & Associates	0.25	3	0.75	0.20	3	0.60	0.20	3	0.60	0.10	3	0.30	0.25	3	0.75	3.00

Rater #3 Isaac Salver																
PROPOSING FIRM	Experience			Ability of Personnel			Ability to Furnish the Required Services			Specific Audit Approach			Price or fees for services			Total Points Awarded
	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	
CBIZ CPA PC	0.25	2	0.50	0.20	2	0.40	0.20	2	0.40	0.10	2	0.20	0.25	2	0.50	2.00
Cintrin Cooperman and Company, LLP	0.25	1	0.25	0.20	1	0.20	0.20	1	0.20	0.10	1	0.10	0.25	1	0.25	1.00
Grau & Associates	0.25	3	0.75	0.20	3	0.60	0.20	3	0.60	0.10	3	0.30	0.25	3	0.75	3.00

Rater #4 - Mayte Gamiotea																			
PROPOSING FIRM	Experience			Ability of Personnel			Ability to Furnish the Required Services			Specific Audit Approach			Price or fees for services			Total Points Awarded	Average Points Awarded	Total Combined Points	FINAL RANKING
	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal	Weight Factor	Ranking	Point Subtotal				
CBIZ CPA PC	0.25	2	0.50	0.20	2	0.40	0.20	2	0.40	0.10	2	0.20	0.25	2	0.50	2.00	1.75	5.25	2
Cintrin Cooperman and Company, LLP	0.25	1	0.25	0.20	1	0.20	0.20	1	0.20	0.10	1	0.10	0.25	1	0.25	1.00	1.25	3.75	1
Grau & Associates	0.25	3	0.75	0.20	3	0.60	0.20	3	0.60	0.10	3	0.30	0.25	3	0.75	3.00	3.00	9.00	3



DECEMBER 1, 2025

Proposal for RFP-4-1029-FN-2025/FVR External Auditor Services

Prepared for

Town of Bay Harbor Islands

Moises D. Ariza, CPA, CGMA

Shareholder, CBIZ CPAs P.C.

Managing Director, CBIZ, Inc.

One SE Third Avenue, Suite 1100, Miami, Florida 33131

Phone: 305.995.9612 | moises.ariza@cbiz.com



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Executive Summary

Town of Bay Harbor Islands
Fausto Vargas, Procurement Officer
Town Clerk's Office
1030 95th Street
Bay Harbor Islands, FL 33154,

CBIZ CPAs P.C. ("CBIZ" or "the Firm") is pleased to respond to the RFP to provide external auditor services for the Town of Bay Harbor Islands (referred to as the "Town"). As outlined in our proposal, we will perform comprehensive financial audits of both the Town and the Pension Plan for a three (3) year period beginning with the fiscal year ended September 30, 2025, with the option to extend for two (2) additional one-year periods upon mutual agreement. We commit to perform the work within the period defined in the request for proposal. CBIZ is independent of the Town as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. This proposal will detail our methodology and how we will work with the Town to develop a strong partnership. We affirm this letter was made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. At a national level, we provide services to more than 600 government entities and 400 employee benefit plans. Some of our key qualities that differentiate us are:

An Experienced, Responsive Local Team That Knows You Well: On November 1, 2024, CBIZ completed its acquisition of Marcum LLP ("Marcum"). One of the many advantages of choosing CBIZ as your auditor is that our team has significant knowledge and understanding of the Town and its operations. We are aware of the risks and utilize our experience and professional skepticism to develop procedures that provide an enhanced audit experience. **While still benefiting from a new "set of eyes" through a new audit supervisor, you will not have to encounter any transition, time, or energy with CBIZ as your auditor.** As the Town's prior auditor, our firm is in the best position to complete the audit in the shortest amount of time. Our in-depth knowledge of the Town's operations and established audit procedures allows us to efficiently guide the new finance director through our audit requests and expectations, as well as clarify any required audit schedules and supporting documentation. This ensures a smooth and timely engagement, leveraging our understanding of the Town's historical processes.

Small-Firm Care and Attention with Large-Firm Resources: Our local firm approach provides hands-on service and timely communication, resulting in the Town receiving the best of both worlds. Our Florida offices are located in **Miami**, Fort Lauderdale, West Palm Beach, Boca Raton, and Tampa. We currently have approximately 350 employees in our Florida offices; however, the resources of all of our offices are available to us.

The audit will be performed and staffed from our Miami office: **One SE Third Avenue, Suite 1100, Miami, Florida 33131.**

Spectrum Of Services: We provide a range of assurance, advisory, and technology services and an extensive portfolio of specialty and niche practices. We leverage our access to CBIZ's wealth of expertise and experience to provide further valuable guidance and support to our clients.

Significant Experience in the Public Sector: In the past year alone, the Florida region of CBIZ has performed more than 50 audits of government entities. **At a national level, we provide services to more than 600 government entities.** We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance. We understand that the Town is a complex, local government. The Town is not a single "entity" or operation; it is made up of many different entities, departments, and operations. Each of these areas has their own form of audit risk. Our experienced team has the capability to assess these risks and design and perform audit procedures that will bring real value to your audit. Make no mistake about it, our combined experience with auditing local governments across the United States is second to none and includes a vast number of entities similar to yours.



Audit Team: For this proposed engagement CBIZ has assembled an audit team, whose skills and experience match the requirements of the Town. The proposed client service and audit engagement managing director, Moises Ariza, CPA, CGMA, has extensive experience in performing audits of Florida government entities. He will be supported by a quality control director, Michael Futterman, CPA; IT risk audit managing director, Joe Layne, CISA; audit senior manager, Hermes Garzon, CPA; audit supervisor, Elda Santoro, CPA, and other audit seniors and staff. All decisions that affect the planning, execution, and completion of the proposed audit **will be made by Moises Ariza.**

Audit Quality: The issues of audit quality and technical proficiency are important matters for consideration. We ensure that professional standards are exceeded on all of our engagements through a robust quality control system that encompasses a Managing Director and Manager Review Process, Professional Development, Technical Support, Internal Inspections, and the AICPA Peer Review Process. Our technical competencies will be essential over the next several years with the implementation of new significant standards set by the Governmental Accounting Standards Board. **This assistance will be provided at no additional cost to the Town.**

Complementary Resources That Add Value Beyond the Audit: We are committed to providing our clients with educational insights and timely updates on matters relevant to their industry through complimentary webinars, newsletters, and other communications. Additionally, annually we offer a full day government CPE seminar (**CBIZ's Government Symposium**) featuring both local and national speakers. This seminar is geared towards offering our clients training on key audit and accounting issues at **no cost to the Town.**

Proactive Communication & Partnership: Perhaps the **quality that best describes CBIZ is our ability to go beyond the routine, to provide an extra dimension in quality, effort and service to our clients.** The members of our firm are always accessible and are sensitive to your needs. We will be available to answer questions, discuss audit issues, and provide solutions throughout the year. We believe that this commitment sets CBIZ apart from other firms.

Understanding your needs and unique circumstances is paramount in driving the ideas and solutions we bring. In addition to exceeding industry expectations for service, our sincere goal is to earn your respect and trust through our commitment to your success. We believe this proposal formalizes our dialogue to date and look forward to learning more about the Town so our team can continuously add value through conscientious engagement.

Thank you again for the opportunity to serve as your service provider. As you evaluate this proposal, please contact us to discuss any questions you may have.

Sincerely,

Moises D. Ariza

CPA, CGMA

SHAREHOLDER, CBIZ CPAS P.C.

MANAGING DIRECTOR, CBIZ, Inc.

PHONE: 305.995.9612

FEIN#: 43-1947695

AUTHORIZED TO REPRESENT AND CONTRACTUALLY BIND THE FIRM

MOISES.ARIZA@CBIZ.COM

Legal Disclaimer: "CBIZ" is the brand name under which CBIZ CPAs P.C. and CBIZ, Inc. and its subsidiaries, including CBIZ Advisors, LLC, provide professional services. CBIZ CPAs P.C. and CBIZ, Inc. (and its subsidiaries) practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards, CBIZ CPAs P.C. is a licensed independent CPA firm that provides attest services to its clients. In certain states, CBIZ CPAs P.C. may still operate under the name Mayer Hoffman McCann P.C. CBIZ, Inc. and its subsidiary entities provide tax, advisory, and consulting services to their clients. CBIZ, Inc. and its subsidiary entities are not licensed CPA firms and, therefore cannot provide attest services.



Tab 1: Proposer’s Qualifications & Experience

Firm Overview

CBIZ (NYSE: CBZ) is a leading consulting, tax, and financial services advisor serving middle-market businesses and organizations nationwide. With more than 10,000 team members and 160 locations in major metropolitan areas and suburban cities coast to coast, we deliver forward-thinking insights and actionable solutions to help clients anticipate the next steps and accelerate growth. We have a local approach and presence, serving clients for more than 70 years.

CBIZ operates under an alternative practice structure as defined by the AICPA with CBIZ CPAs P.C. (CBIZ CPAs), an independent CPA firm. Together, we are proud to be a leading professional services advisor nationwide.



On November 1, 2024, CBIZ completed its acquisition of Marcum LLP. CBIZ is a consulting, tax, and financial service provider that works closely with CBIZ CPAs P.C., an independent CPA firm that provides audit, review, and other attest services. In certain jurisdictions, CBIZ CPAs P.C. operates under its previous name, Mayer Hoffman McCann P.C.

Client-Driven



Understanding the governmental sector and helping clients identify their needs and meet their challenges and uncovering opportunities that propel them towards success is our mission. Our own success is based on our commitment to building meaningful, trusted relationships with our clients, creating positive service experiences, and delivering unexpected value wherever and whenever we can, while maintaining our professional independence and objectivity.

Our assurance professionals, most who have been focused in the government arena throughout their entire careers, have an in-depth understanding of the complex economic and political environment in which these entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our government clients.

Commitment to Excellence

From the way we service clients to the training and development of our professionals, CBIZ is committed to excellence in every aspect of our operation. Our focus on client success compels us to look beyond the numbers to see the opportunities, challenges, and solutions in every engagement. Innovation, proactivity, teamwork, and open communication are the hallmarks of our approach.



IT Risk and Assurance

Our IT Risk and Assurance Services team can assess your information risk management and operational effectiveness. We can then provide you with privacy, compliance, and technology consulting solutions. Experienced professionals hold CISA, CISSP, CISM, CRISC, or CPA accreditations along with many years of experience in bringing unique solutions to your business and IT needs. This unique combination allows us to start with your business challenges and then tailor IT solutions to match your needs.

Our IT Risk and Assurance Services team helps clients achieve optimum results in their ability to manage IT risk, mitigate those risks, and improve performance with cost-effective solutions. Our goal is to deliver practical solutions to the problem of “digital insecurity”, which means helping to identify the most cost-effective ways to address specific concerns regarding IT-related compliance and control issues relevant to your environment and needs. In addition, the IT Risk and Assurance Services team can design and implement ERP solutions that will integrate your operations more efficiently.

Robotic Process Automation

At CBIZ, we understand that government entities are always looking to stay at the forefront of innovation. Technological advances are transforming concepts that seemed impossible just a few years ago into today’s reality. Our goal as your trusted advisor is to provide you with the most cutting-edge resources available to streamline your work processes while delivering the best possible return on your investment.

CBIZ’s team of consulting and technology experts offer clients Robotic Process Automation “Bot” Services. These services have the capability to change the way our clients are conducting business by automating and in many cases eliminating manual process that employees would be otherwise spending hours to complete. Utilizing Digital Workers can replace many tedious functions and tasks that are time consuming and often prone to human error, including data entry, periodic reporting, and accounts payable invoicing. They can also be used to generate and distribute reports, process inbound leads, and retrieve data from the web.

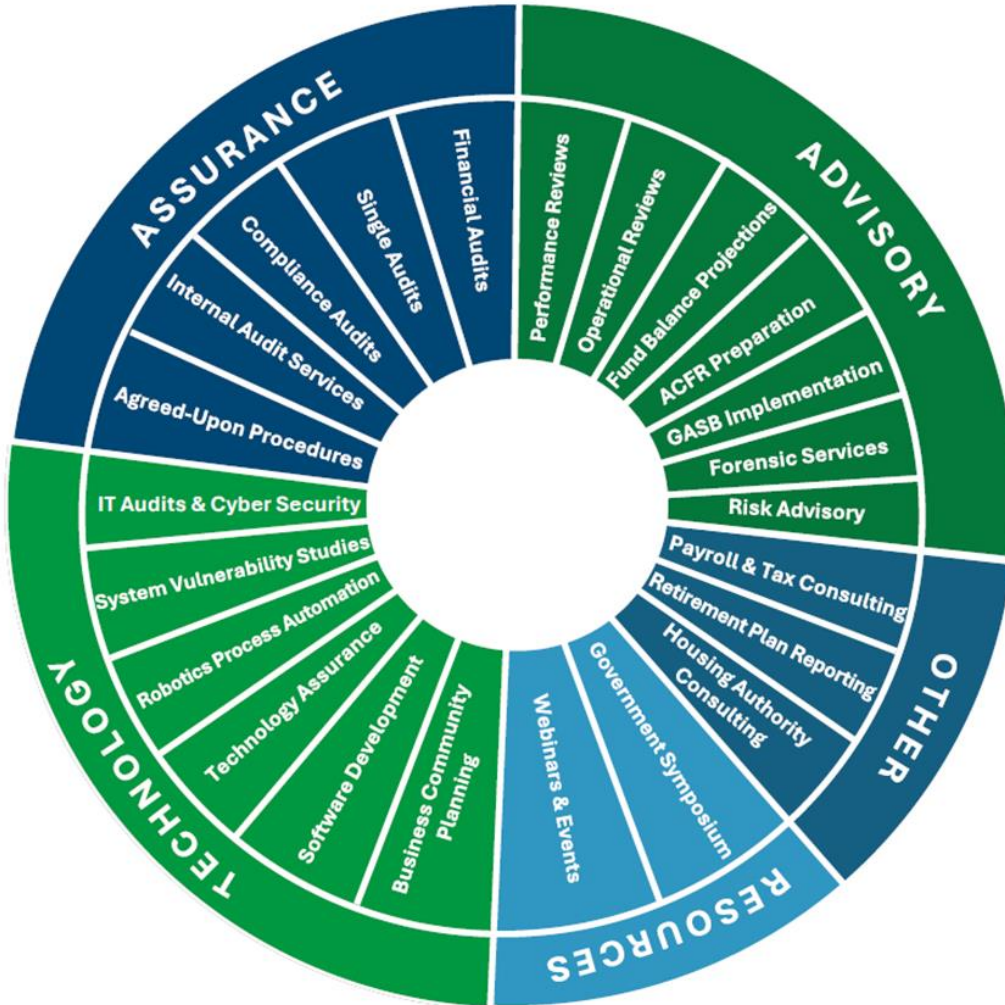
GFOA Certificate of Achievement Program

CBIZ assists clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. This program is recognized as the highest award in government financial reporting. The Certificate of Achievement has been awarded on all of the financial statements for participating clients, including first time submissions. Several members of our team are special reviewers for the GFOA Certificate of Achievement Program, including Moises Ariza, who has been a Certificate Program reviewer since 2014. CBIZ serves more than 600 government clients at a national level and 45 government clients in Florida. One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors.



Interconnected Services

Our group provides interconnected professional services to help government entities achieve their operational, strategic and compliance goals. Our service offerings grew from government entities seeking our advice beyond audit and compliance and our drive to do more for these organizations like the Town. By providing a vast array of expertise and service lines to support our clients' operations, our capacity and passion to serve and strengthen every aspect of our clients' operations remains unparalleled.





Firm Experience – Government Services

CBIZ has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of government entities, including preparing government financial statements, and performing Federal and Florida Single Audits. Annually we perform more than 600 government entity audits and 200 Single Audit engagements.



The assurance services we provide to government entities includes single audits, pension audits, compliance audits, forensic audits, IT audits, internal audits, GASB implementation, financial statement audits, aiding in obtaining the Certificate of Achievement for the ACFR, and Annual Financial Report preparation and assistance, performance or operational reviews and a wide range of consulting services for local governments.

In addition, the managing director and quality control director on the proposed engagement team have been instrumental in assisting clients with the implementation of new pronouncements. Most recently, to note significant GASB pronouncements, the team assisted our clients with the implementation of GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

Single Audits



We have conducted hundreds of federal, state, and local Single Audits and are knowledgeable of all requirements under OMB Uniform Guidance and the State of Florida Single Audit Act. To stay on top of changing audit requirements, our firm participates in various AICPA trainings and our team receives annual single audit training that involves all aspects of a single audit, including internal controls, compliance, financial reporting, the Data Collection Form, Yellow Book, and audit effectiveness. A significant portion of this training also includes discussion about single audit quality and current topics discussed in the AICPA Audit Guides and Audit Risk Alerts. We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work and in fact, have had many positive comments about the excellence quality of our audit files. With this experience, we are able to provide a robust amount of knowledge as it relates to the Town and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

Active Participation on Boards and Committees

The managing directors, directors, and managers of CBIZ are actively involved in recognized standard-setting organizations at the national, state, and local level. These organizations include the Florida Government Finance Officers Association (FGFOA), Florida Association of Special Districts (FASD), and the Florida League of Cities (FLC).



CBIZ is also a member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC) and the AICPA’s Governmental Audit Quality Center (GAQC). Our involvement in these organizations further demonstrates our commitment to the public sector and helps keep us on top of issues affecting government entities.



Secure Digital Collaboration

CBIZ employs a paperless audit approach. Our audit teams utilize both proprietary and non-proprietary programs to streamline the audit process. To ensure information is stored and shared safely, we use a secure workflow data management tool for every client relationship. The user-friendly collaborative site serves as a virtual common workspace that is keyed to our data request lists and electronic audit system. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our audit engagement team directly into our electronic work programs. This cloud-based tool minimizes the use of emails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients time and money.

Resources for our Government Clients

CBIZ is also committed to providing professional development programs to the entire South Florida community involved in the government sector. Annually, CBIZ presents a Government Symposium, an 8-hour accounting and auditing seminar that focuses on current developments in government affairs, including accounting, legal and operational topics. We encourage our clients and non-clients alike, to attend this technical (CPE) Symposium at no cost. Additionally, CBIZ provides more than 40 virtual courses that can be attended live or at a later date. All clients have access to this database at no cost.

Quality Control and Peer Review

The quality of our professional practice is of the utmost importance to CBIZ, our clients, and to the users of our reports. As such, we maintain a quality control program that ensures our internal policies are met and professional standards are exceeded on all of our engagements. To ensure that CBIZ's performance is in conformity with our stated standards and those issued by the AICPA, our quality control system encompasses the following:

Professional Development: CBIZ provides a minimum of 40 hours (five days) of CPE in-house to all professional staff. These seminars include sessions in accounting, auditing, financial reporting, and internal controls. In addition to the in-house training, professional staff attend various outside seminars.

Internal Inspections: Annually CBIZ selects a random sample of accounting, auditing, advisory and tax engagements and performs a review to ensure compliance with firm policies and professional standards.

Centralized Financial Statement Review Process: The quality control department performs a review of our audit binders and financial statements prior to the release of the finished product. Their involvement includes participation in engagement planning to approve the audit approach, review of high risk and complex areas throughout fieldwork and a review of the financial statements and related information. Their involvement in the planning and fieldwork stages helps eliminate any last-minute surprises and assures the high level of quality we demand from our professionals is maintained.

Peer Review: CBIZ participates in an external quality review program requiring an on-site independent examination of our Accounting and Auditing practice. CBIZ has consistently received clean opinions (rating of "Pass") on the quality of CBIZ's audit practice. This is the highest level of achievement and recognition in the peer review program. The review encompassed governmental engagements. Please refer to [Appendix A](#) for a copy of CBIZ's latest peer review reports which include government engagements. **Please note that CBIZ's peer review report is addressed to Mayer Hoffman McCann P.C. ("MHM"). Effective August 21, 2024, MHM changed its name to CBIZ CPAs P.C.**

CBIZ's Current & Recent Government Clients

Tribes, State Agencies, & Counties

- State of Massachusetts
- State of Rhode Island
- State of Vermont Treasurer's Office
- Barnstable County
- Broward County / FTL International Airport
- County of Belknap
- County of Coos
- County of Grafton
- County of Rockingham
- Flandreau Santee Sioux Tribe
- Franklin Regional Council of Governments
- Miami-Dade County (WASD)
- Mohegan Tribe of Indians of Connecticut
- Nassau County
- Plymouth County
- Sullivan County
- Rockland County

Airports and Local Governments

- Burlington International Airport
- City of Boynton Beach
- City of Deerfield Beach
- City of Delray Beach
- City of Florida City
- City of Fort Lauderdale (PFRS)
- City of Fort Myers
- City of Hallandale Beach
- City of Hialeah
- City of Hollywood
- City of Homestead
- City of Palm Beach Gardens
- City of Pompano Beach (PFRS)
- City of Portland
- City of Sunny Isles
- City of Sunrise
- City of Tampa (PPFP)
- City of West Palm Beach
- Manchester-Boston Regional Airport
- Portland International Airport

Public Utilities, Special Districts, and Other

- Bondsville Fire and Water District
- Bourne, MA Landfill
- CASE Collaborative
- Central Falls Detention Center Facility
- Central New Hampshire Regional Planning Commission
- Dedham-Westwood Water District
- East Central Regional Wastewater Treatment Facilities Operations Board
- Florida Keys Aqueduct Authority
- Healthy Start Coalition of Palm Beach County
- Lexington Housing Assistance Board
- Loxahatchee Control District
- Merrimack Valley Nutrition Project
- Nashua Region Solid Waste Management District
- New Hampshire/Vermont Solid Waste Project
- North Country Council
- Northern Palm Beach County Improvement District
- Palm Beach County Housing Finance Authority
- Pioneer Valley Planning Commission
- Rhode Island Commerce Corporation
- Rhode Island Industrial Facilities Corporation
- Rhode Island Industrial-Recreational Building Authority
- Rhode Island Turnpike & Bridge Authority
- Rockingham Planning Commission
- Salem-Beverly Water Supply Board
- South Central Regional WW Treatment & Disposal Board
- Springfield Redevelopment Authority
- Springfield Water and Sewer Commission
- Strafford Regional Planning Commission
- Tilton-Northfield Fire District
- Tilton-Northfield Water District
- Upper Valley Lake Sunapee Planning Commission
- Warren Water District

CBIZ's Current & Recent Government Clients, Cont.

Miami-Dade County

- City of Florida City
- City of Florida City CRA
- City of Hialeah
- City of Homestead
- City of Homestead CRA
- City of Miami Firefighters & Police Officers Retirement Trust
- City of Opa Locka
- City of Sunny Isles Beach
- Miami-Dade County (WASD)
- Miami Police Relief and Pension Fund
- The Children's Trust of Miami-Dade County
- Town of Bay Harbor Islands
- Town of Bay Harbor Islands ERS
- Town of Surfside
- Town of Surfside Employees' Retirement Plan
- Village of Miami Shores
- Village of Palmetto Bay

Broward County

- Broward County (IT Dept.)
- City of Deerfield Beach
- City of Deerfield Beach CRA
- City of Fort Lauderdale Police and Firefighters Retirement System
- City of Hallandale Beach
- City of Hollywood
- City of Hollywood CRA
- City of Hollywood GERS
- City of Pompano Beach Police and Firefighters Retirement System
- City of Sunrise

Palm Beach County

- City of Boca Raton
- City of Boca Raton CRA
- City of Boca Raton ERP
- City of Boca Raton GERS
- City of Boca Raton Police and Firefighters Retirement System
- City of Boynton Beach
- City of Delray Beach
- City of Palm Beach Gardens
- City of West Palm Beach East Central Regional Wastewater Treatment Facilities Operations Board
- Healthy Start Coalition of Palm Beach County
- Loxahatchee River Environmental Control District
- Palm Beach County Housing Finance Authority
- South Central Regional WW Treatment and Disposal Board
- The Children's Services Council of Palm Beach County
- Town of Jupiter
- Town of Lake Park
- Town of Palm Beach
- Town of Palm Beach Retirement System
- Village of Palm Springs
- Village of Royal Palm Beach
- Village of Wellington
- Northern Palm Beach County Improvement District



CBIZ's Current & Recent Government Clients, Cont.

Monroe County

- Florida Keys Aqueduct Authority

Hillsborough County

- City of Tampa Police & Firefighter's Pension Plan

Lee County

- City of Fort Myers

Collier County

- City of Naples



Local Government Pension Plan Experience

Below is a partial list of Florida government benefit pension plan engagements for which CBIZ has provided auditing services.

Government Pension Plan Experience	Years Served	Investment Assets (Approx.)
City of Boca Raton Executive Employees Retirement Plan	11	\$48 M
City of Boca Raton General Employees' Pension Plan	11	\$191 M
City of Boca Raton Police and Firefighters' Retirement System	11	\$400 M
City of Florida City Police Pension Plan	22	\$9 M
City of Fort Lauderdale Police and Firefighters' Retirement System	14	\$964 M
City of Hallandale Beach General Employees Retirement System	5	\$64 M
City of Hialeah General Employees Retirement System	5	\$685 M
City of Hollywood Florida Employees' Retirement Fund	4	\$332 M
City of Miami Firefighters' and Police Officers' Retirement Trust	6	\$1.5 Billion
City of Miami Springs General Employees' Retirement System	8	\$22 M
City of Miami Springs Police and Firefighters' Retirement System	8	\$32 M
City of Palm Beach Garden General Employees' Pension	7	\$4 M
City of Pompano Beach Police and Firefighters' Retirement System	8	\$258 M
City of Sunrise Firefighters' Retirement Plan	1	\$165 M
City of Tampa Police and Fire Pension Fund	1	\$2.4 Billion
Miami Beach Employees' Retirement Plan	6	\$660 M
Miami Police Relief and Pension Fund	3	\$70 M
Town of Bay Harbor Islands Employees' Retirement System	15	\$21 M
Town of Palm Beach Retirement System	7	\$230 M
Village of Key Biscayne Employee Retirement System	25	\$43 M
Village of Tequesta Employees Retirement System	11	\$23 M



License to Practice in Florida

We affirm that CBIZ is a licensed certified public accounting firm and is in good standing with all regulatory agencies. CBIZ is a member of the American Institute of Certified Public Accountants (“AICPA”) and the Florida Institute of Certified Public Accountants (“FICPA”). All professional staff, upon successful completion of the CPA exam, become members of both the AICPA and their respective state society of CPAs. CBIZ is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy. CBIZ and all key team members assigned to this engagement are licensed to practice in the State of Florida under Chapter 473 of Florida Statutes. We affirm that CBIZ has been in business, continuous operation and service, and incorporated in the State of Florida for a minimum of five (5) years. Each individual assigned to the engagement has maintained the required CPE in government accounting and has attended an Ethics course for CPAs in Florida. All applicable licenses are provided in [Appendix B and Tab 7: Required Forms](#).

Independence

CBIZ’s policy is that all professional personnel be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the American Institute of Certified Public Accountants, the state Board of Accountancy and state CPA societies, *Government Auditing Standards* issued by the comptroller of the United States, relevant statutes, and applicable regulatory agencies. In addition, all professionals – from managing director to staff auditor – are required to sign affidavits annually attesting to their independence. **CBIZ is independent of the Town of Bay Harbor Islands, its Pension Plan, and all of its components as defined by Generally Accepted Auditing Standards and the U.S. General Accounting Office’s “Government Auditing Standards.”**

CBIZ’s quality control document contains detailed policies related to maintaining independence. These policies are the most stringent policies adopted by the AICPA and the various state boards of accountancy. Engagement team members are required to consider any possible situations where independence may be impaired during the acceptance or continuance process and if any arise during the performance of an engagement.

Proof of Insurance & CBIZ Financial Statements

We affirm that CBIZ will comply with the Town’s insurance requirements. For CBIZ’s certificates of insurance and other insurance details, please refer to [Tab 7: Required Forms](#). Please also refer to [Appendix C](#) for CBIZ’s financial statements.

Government/AICPA Litigation and Disciplinary Actions

CBIZ affirms there has been no litigation whereby a court has ruled against CBIZ in any matter related to the professional government auditing services of CBIZ. CBIZ has been providing audit services to government entities for over 70 years and has never been a party of litigation involving a government entity. There have been no pending indictments, litigation or proceedings during the past three (3) years whereby a court or any administrative agency has ruled against CBIZ in any matter related to its professional government auditing services of CBIZ. There have not been any terminations, suspensions, censures, reprimands, probations or similar actions against any member of CBIZ by the Florida State Board of Accountancy.

CBIZ is a global firm with significant operations and as a result, it is a party to ordinary course litigation. No litigation, proceedings or investigations by any regulatory body will have a material impact on our ability to operate its business and to provide the services contemplated hereunder. We affirm that Our team has a proven track record, having met all commitments and successfully completed every engagement contract in the past.

Federal or State Desk Reviews or Field Audits

There are no actions as a result of any federal or state desk reviews or field audits to CBIZ or its auditors of government entities during the past three (3) years. There has been no disciplinary action taken nor pending against CBIZ or any of the professional staff with the State Board of Accountancy, the Auditor General, or any other regulatory bodies.

Tab 2: Partner, Supervisory/Staff Qualifications & Experience

Engagement Team



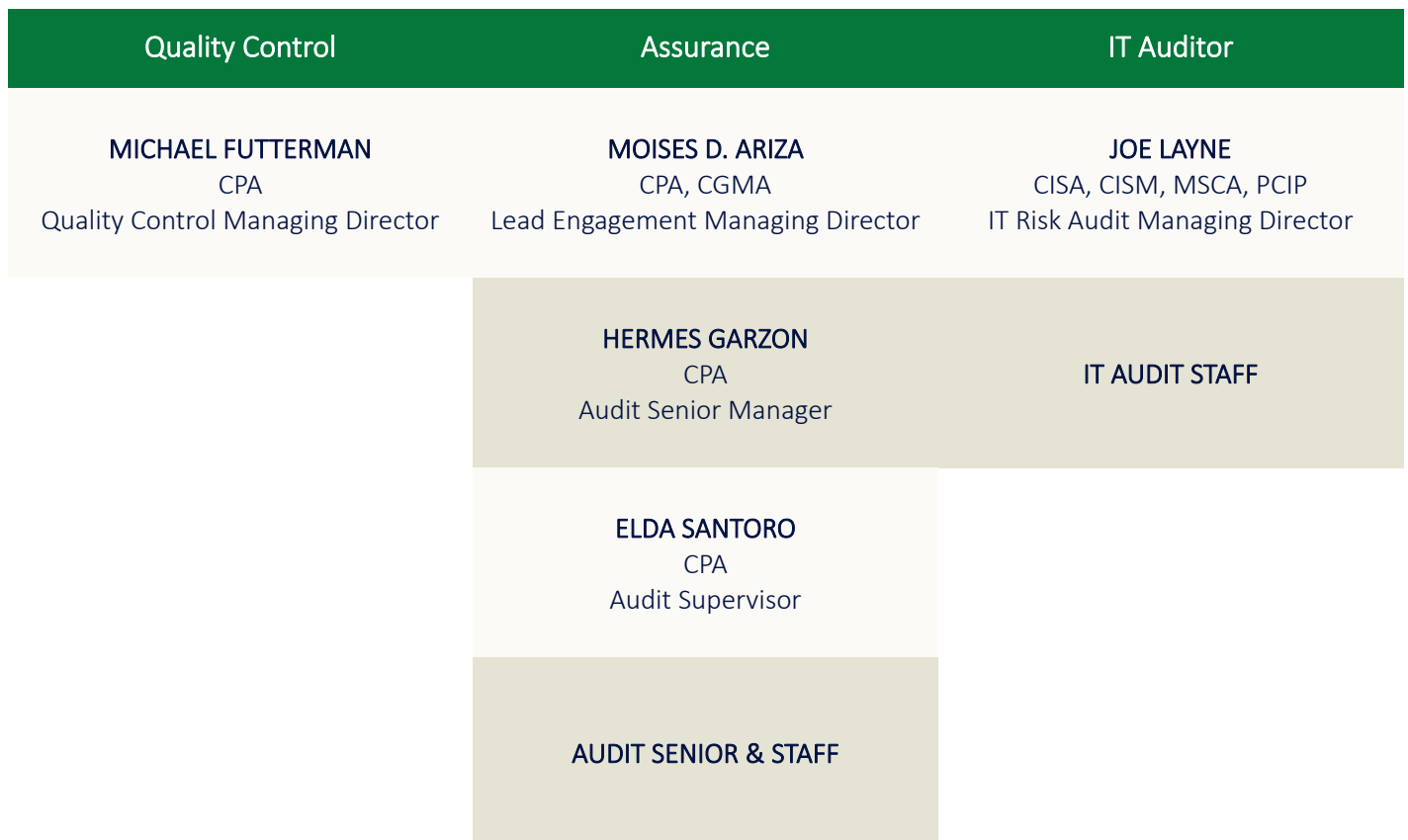
The team members proposed for the Town have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, Pension operations, State Laws and Rules of the Auditor General, and ADA Compliance.

Moises Ariza and Hermes Garzon are “key” team members. We anticipate key team members to remain consistent over the term of the engagement. All personnel assigned to the engagement have over five (5) years of applicable experience. No personnel changes will be made without the express prior written permission of the Town.

All personnel assigned to this engagement are licensed to practice in the State of Florida. Refer to [Appendix B and Tab 7](#) for all Firm and engagement team licenses.

All personnel assigned to this engagement have provided similar services to those requested in the RFP within the past (5) years.

Engagement Team Structure





Moises D. Ariza

CPA, CGMA

Audit Engagement Managing Director, CBIZ

Assurance Services

MOISES.ARIZA@CBIZ.COM

Moises D. Ariza is a managing director in CBIZ's Assurance Division. He has more than fifteen years of experience in the accounting profession providing accounting, assurance, and advisory services to a wide range of clients. Much of his client base includes nonprofit organizations, local governments, employee benefit plans, manufacturing companies and retail entities.

In addition, Moises has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Moises is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is a qualified peer reviewer and regularly performs peer reviews under the AICPA Peer Review Program.

Within the firm, Moises develops in-house training seminars for CBIZ's professional staff as well as continuing education programs for various outside organizations. Moises is an active team leader in CBIZ's Employee Benefit Plan Group, Nonprofit Sector and Government Services Group.

Professional Affiliations

- Chartered Global Management Accountant (CGMA)
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee, Active Member
- Association of Latin Professionals in Finance and Accounting, Member (ALPFA)
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- Florida Government Finance Officer Association, Member (FGFOA)
- YMCA of South Florida, Finance Committee Member

Expertise

- Financial Audits
- Federal & Florida Single Audits
- Financial Reporting
- Program-Specific Compliance Audits

Industry Experience

- Local Governments
- Government Pension Plans
- ERISA Pension Plans
- Special Districts
- Nonprofits
- Wholesale & Retail Distributors
Manufacturers

Education

- MS – Accounting, St. Thomas University
- BA – Accounting, Florida International University



Awards & Accolades

- Top 20 Professionals Under 40, Brickell Magazine, 2021
- Young Horizons Award, Florida Institute of CPAs, 2021

Articles, Seminars & Presentations

- Navigating through GASB No. 68, Published Article
- The Importance of Governmental Financials, FGFOA Conference
- GASB Statement No. 68, 2015 Marcum Governmental Symposium Government Auditing Standards and OMB Uniform Guidelines, Internal Training
- Risk Assessment and Audit Approach, Internal Training
- Related Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

CPE Hours (three years)

CPE Type	Hours
Government	145
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	30
TOTAL	221



Moises Ariza – Current & Former Government Clients

Government Experience	Year on Job	Pension Audit	Single Audit	CRA
Broward County	2		✓	✓
Children’s Services Council of Broward County	5	✓		
City of Boca Raton	7	✓	✓	✓
City of Boynton Beach	3		✓	✓
City of Coconut Creek	5	✓	✓	
City of Deerfield Beach	6	✓	✓	✓
City of Delray Beach	2	✓	✓	✓
City of Florida City	10	✓	✓	✓
City of Hollywood	5	✓	✓	✓
City of Homestead	12		✓	✓
City of Miramar	2	✓	✓	
City of Palm Beach Gardens	5	✓		
City of Pompano Beach	5	✓	✓	✓
City of Sunrise	10		✓	
City of West Palm Beach	5	✓	✓	✓
East Central Regional Wastewater Treatment Facilities	3			
Housing Finance Authority of Palm Beach County	3			
Indian Creek Village	2			
Florida Keys Aqueduct Authority	8		✓	
Miami-Dade Water & Sewer Department	14		✓	
The Children’s Service Council of Palm Beach County	2		✓	
The Children’s Trust	7			
Town of Bay Harbor Islands	8	✓	✓	
Town of Jupiter	3	✓	✓	✓
Town of Palm Beach	4	✓	✓	
Town of Southwest Ranches	5		✓	
Town of Surfside	8	✓	✓	
Village of Key Biscayne	10	✓	✓	
Village of Palmetto Bay	4		✓	
Village of Royal Palm Beach	3		✓	
Village of Tequesta	3	✓		
Broward County	2		✓	✓



Michael D. Futterman

CPA

Quality Control Director, CBIZ

Assurance Services

MICHAEL.FUTTERMAN@CBIZ.COM

Michael Futterman focuses much of his work in the local government, nonprofit and employee benefit plan sectors. With more than 30 years of professional experience, primarily in the government services sector, Michael provides consulting on accounting, financial reporting and operational matters. In addition, he conducts peer reviews for large and mid-size accounting firms.

Within CBIZ, Michael performs quality control reviews of the employee benefit plan audit engagements, for government entities, government pension plans, and not-for-profit organizations.

Michael is actively involved in training for the professional staff and is responsible for developing internal training programs for the government, not-for-profit, and employee benefit plan sectors as well as external training for the accounting profession.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Government Finance Officers Association (FGFOA)
- Government Finance Officers Association (GFOA)
- South Florida Government Finance Officers Association (SFGFOA)
- GFOA Certificate of Achievement Program Special Review Committee, Member Miami-Dade, Broward and Palm Beach Counties Leagues of Cities
- Florida Public Pension Trustees Association Florida Association of Special Districts
- AICPA Employee Benefit Plan Audit Quality Center
- AICPA Governmental Audit Quality Center, Designated Audit Partner Dade Schools Athletic Foundation, Treasurer

Expertise

- Financial Audits
- Federal & Florida Single Audits
- Employee Benefit Plans
- Performance Reviews
- Agreed-Upon Procedures
- Internal Control Assessments
- Peer Reviews

Industry Experience

- Local Governments
- Government Pension Plans
- ERISA Pension Plans
- Special Districts
- Nonprofit Organizations

Education

- BBA – Florida Atlantic University

Articles & Presentations

- “GASB Statement No. 72, Fair Value Measurement and Application”, 2016 SFGFOA Training “Nuts and Bolts of an Audit”, 2015 FGFOA Annual Conference
- “GASB Hot Topics”, FGFOA Webinar Series, 2015
- “GASB Statements No. 67 and 68” Marcum 2015 Governmental Symposium “Risk-Based Approach to Governmental Audits,” Internal Training
- Annual Governmental Accounting (GASB) and Government Auditing Standards, Internal Training
- “Federal and Florida Single Audit Acts,” Internal Training
- “Employee Benefit Plans,” Internal Training (multiple years)
- “The New Risk Assessment Standards,” Annual Internal Training
- “GASB Statement No. 34,” Presentation to University of Miami Students
- “Preparing a Comprehensive Annual Financial Report,” FICPA Training
- “Common Reporting Deficiencies in Governmental Financial Statements,” Palm Beach Chapter FGFOA, 2012

Partial Listing of Clients

- City of Fort Myers
- City of Hollywood (Includes Pension Plans)
- City of Miami Firefighters and Police Officers Retirement Trust
- City of Sunny Isles
- City of Sunrise (Includes Pension Plans)
- Pompano Beach Police and Firefighters Pension
- Town of Bay Harbor Islands
- Town of Surfside

CPE Hours (three years)

CPE Type	Hours
Government	33
Other (Accounting, Auditing, Technical, and Behavioral)	61
TOTAL	94



Joe Layne

CISA, CISM, MSCA, PCIP
 Managing Director, CBIZ
 Advisory Services
JOE.LAYNE@CBIZ.COM

Joe Layne is a Managing Director in CBIZ’s Advisory Services practice. He oversees IT audits for large commercial clients, including public and private businesses. He is an experienced Information Systems Auditor with dynamic information systems risk, compliance and audit experience spanning 20 years across external Big Four Audit, Internal Audit and Information Technology.

Joe has worked in Information Technology as well as Internal and External audit developing a unique perspective having experienced the client side as well as performing client services. This allows him to better bridge the gap between broad regulations and the realistic impact or implementation of IT Risk and Controls with clients.

Joe offers ongoing education for clients around risk mitigation as well as risk assessments and consulting around prevention strategies and procedures. He assists clients develop protocols and internal controls for IT risk management.

Professional Affiliations

- Information Systems Auditing and Control Association (ISACA)
- Payment Card Industry Security Standards Council

Professional Designations

- Certified Information Systems Auditor (CISA), ISACA
- Certified Information Security Manager (CISM), ISACA
- Payment Card Industry Professional (PCIP), PCI Security Standards Council
- Microsoft Certified Systems Administrator (MCSA), Microsoft

CPE Hours (three years)

CPE Type	Hours
Government	39
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	89
TOTAL	144

Expertise

- IT Risk Management
- IT Governance
- IT Security Assessments
- IT Audits
- Sarbanes-Oxley Act (SOX)
- SOC 1, 2, 3
- HIPAA Security Rule
- Internal Controls
- PCI Compliance

Industry Experience

- Government Agencies
- Nonprofit Organizations
- Public and Private Companies
- Healthcare Organizations

Education

- BSc – Information Studies, Florida State University



Hermes Garzon

CPA
 Senior Manager, CBIZ
 Assurance Services
HERMES.GARZON@CBIZ.COM

Hermes Garzon is a senior manager in the CBIZ’s Assurance Division. He has approximately ten years of experience providing accounting and auditing services for local governments, nonprofit organizations, and private businesses in a variety of industries, including construction and manufacturers. Hermes also provides advisory services pertaining to tracing of funds, reconstruction of financial business records, and financial data analytics.

Hermes has significant experience performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits. Hermes is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, along with the preparation of financial statements. He is client service driven and is always willing to assist with auditing and financial reporting issues, including but not limited to, implementation of new accounting pronouncements.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

Partial Listing of Clients

- City of Boca Raton (Includes Pension Plans)
- City of Hollywood (Includes Pension Plan)
- City of Miami Firefighters and Police Officers Retirement Trust
- City of Sunrise (Includes Pension Plan)
- Pompano Beach Police and Firefighters Pension
- Town of Bay Harbor Islands (Includes Pension Plan)

CPE Hours (three years)

CPE Type	Hours
Government	109
Ethics	8
Other (Accounting, Auditing, Technical, and Behavioral)	38
TOTAL	155

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Operational & Performance Reviews
- Agreed-Upon Procedures
- Attestation Services
- Advisory Services
- Peer Reviews

Industry Experience

- Government Agencies
- Nonprofit Organizations
- Public and Private Companies

Education

- BA – Accounting, Florida International University



Elda Santoro

CPA
 Supervisor, CBIZ
 Assurance Services
ELDA.SANTORO@CBIZ.COM

Elda Santoro is a senior in CBIZ’s Assurance Division, bringing approximately six years of dedicated experience in the accounting profession. Elda has cultivated a deep understanding of the intricacies that come with financial management and reporting and has extensive knowledge in the field of accounting and auditing for governmental and nonprofit organizations. Elda also has extensive experience with Florida Single audits with accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Whether assisting nonprofits to ensure compliance with regulatory standards or assisting governmental entities in navigating the details of single audits, Elda’s expertise and meticulous attention to detail is demonstrated in every engagement. Elda is involved in every phase of the audit process from the planning, assessing risk, to the final completion of the financial statements. With a focus on client service, Elda is consistently supporting clients with a range of accounting, auditing, and financial reporting concerns. This includes, but is not limited to, assisting with the implementation of new accounting pronouncements, showcasing her dedication to providing comprehensive and impactful assistance.

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

Partial Listing of Clients

- City of Miami Firefighters and Police Officers Retirement Trust
- City of Sunny Isles
- Delray Beach Community Redevelopment Agency
- Loxahatchee River Environmental Control District
- Pompano Beach Police and Firefighters Pension
- Village of Palm Springs
- Village of Palmetto Bay

Expertise

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Program-Specific
- Compliance Audits

Industry Experience

- Local Governments
- Government Pension Plans
- Nonprofit Organizations

Education

- BA – Accounting, La Salle University

CPE Hours (three years)

CPE Type	Hours
Government	73
Ethics	16
Other (Accounting, Auditing, Technical, and Behavioral)	13
TOTAL	102



Continuing Professional Education

Having the best-qualified professionals requires a continuous investment in training and resources that improve and maintain competencies. As the guidelines and compliance requirements of our industry change frequently, we are proactive in keeping up with the changes in the profession and providing the necessary training for our staff. Technical training for all of our staff covers accounting, auditing, federal regulations, tax, employee benefits and computer systems. In addition to the standard technical training required to maintain our certifications, we include training on mentoring, interviewing, time management, coaching and more.

Our training initiatives help our professionals maintain the highest level of technical and business competencies that our clients have come to expect. Our team encourages and requires continuing education and training at all levels, and this steadfast commitment to our own personal and professional growth benefits our clients and us.

Every year, CBIZ provides a minimum of 40 hours of continuing professional education (CPE) in-house to all professional staff. These seminars include sessions in government accounting, auditing, and financial reporting, including Yellow book, single audit, IT audits and information systems and other accounting and auditing issues. In addition to the in-house training, our professional staff attend various outside seminars/conferences.

CBIZ affirms all members of the audit team meet or exceed the CPE requirements mandated by professional auditing standards (including *Government Auditing Standards*) and all CPAs assigned meet or exceed the CPE and ethics training mandated by the Florida State Board Accountancy (including Florida Statutes, Chapter 11.45, information technology training).

ADA Compliance

Pursuant the RFP, the Town is responsible for preparing the ACFR, including ensuring ADA compliance with its preparation and publication. While our firm will not be preparing the ACFR, we remain available to provide support or guidance regarding ADA compliance matters should the Town need assistance during the engagement.



Tab 3: Similar Engagements

The following represents several engagements similar to the engagement described in the RFP performed CBIZ in the past (5) years. These references pertain to all CBIZ personnel included in this proposal. We are confident that the designated contacts listed will be readily available and fully responsive to all communications.

City of Sunny Isles Beach

18070 Collins Avenue Sunny Isles Beach, FL 33160
Tiffany D. Neely, Finance Director
305.792.1805

Services: Financial Audit & Single Audit

Term: September 30, 2022, to Current

Contract Value: \$56,375

City of Homestead & CRA

100 Civic Court, Homestead, FL 33030
Baldemar Fonseca, Assistant Director of Finance
bfonseca@homesteadfl.gov | 305.224.4562

Services: Financial Audit, Single Audit, & CRA Audit

Term: September 30, 2009 to Current

Contract Value: \$143,605

Village of Palmetto Bay

9705 East Hibiscus Street, Palmetto Bay, FL 33157
Desmond Chin, Finance Director
dchin@palmettobay-fl.gov | 305.259.1268

Services: Financial Audit & Single Audit

Term: September 30, 2020 to Current

Contract Value: \$53,000

City of Miami Firefighters' & Police Retirement Trust

1895 SW 3rd Avenue, Miami, FL 33129
Dania L. Orta, Administrator | (305) 858-6006

Services: Pension Audit

Term: September 30, 2019 to Current

Contract Value: \$48,719

City Pension Fund for Firefighters & Police Officers in the City of Tampa

3001 North Boulevard, Tampa, FL 33603
Tiffany Weber, Plan Administrator | 813.274.8550

Services: Pension Audit

Term: September 30, 2021 to Current

Contract Value: \$39,350

Pompano Beach Police & Firefighters' Retirement System

50 NE 26th Avenue, Suite 302
Debra Tocarchick, Executive Director | 954.782.4161

Services: Pension Audit

Term: September 30, 2015 to Current

Contract Value: \$24,300

Tab 4: Specific Audit Approach

Project Approach & Philosophy

Through the audit, we strive to understand your vision, entity operations, financial performance, accounting systems, and internal controls. While this process ultimately leads to an audit opinion on your financial statements, our goal is to provide value beyond this assurance.

We Aim for a Partnership that Exceeds the Audit				
Enhanced Internal Controls & Efficiencies	Stronger Financial Operations	Valuable Operating Solutions & Ideas	Best Practice Benchmarks	A Resource that is Always Available to You

Our professionals will complement the Town’s team with the right blend of technical, practical, and personal insight to help you successfully deliver on all your initiatives.

Audit Methodology

The audit will be conducted in four phases, as shown below. These phases are discussed in more detail on the following pages.

Phase 1: Strategic Planning	Obtain an Understanding of the Town & Pension Operations	Evaluate Internal Controls	Information Technology Review	Develop Audit Plan and Strategies; Risk Assessment	Prepare Audit Programs
Phase 2: Execution of Audit Plan	Perform Test of Internal Controls (as applicable)	Perform Tests of Account Balances	Test Compliance with Laws, Rules, Regulators, and Contracts		
Phase 3: Evaluation of Audit Results	Documentation Reviewed by Managing Director and Quality Control Department	Auditor’s Conclusions Documented	Preliminary Discussion with Management of Audit Findings (as applicable)		
Phase 4: Reporting	Prepare Auditor’s Reports	Review of the Draft Financial Statements/ACFR	Discuss Final Results with Management in Exit Conference	Presentation to the Town Council & Pension Board	

Phase I: Strategic Planning

Procedures for Internal Control

A thorough understanding of the Town, its Pension Plan, and your operating environment is essential for developing an efficient, cost-effective audit plan. During this phase, the lead engagement managing director and key supervisory personnel will meet with the appropriate personnel to ensure we have an understanding of your operations. You will also have the opportunity to express your expectations regarding the services that we will provide. This effort will be coordinated so that there will be minimal disruption to your staff. During this phase, we will perform the following activities:

- Review the current regulatory and statutory compliance requirements within which the Town operates. This will include a review of applicable state regulations; ordinances, contracts, and other agreements; meeting minutes of the Town Council/Pension Board as applicable;
- Review major sources of information such as budgets, organization charts, procedures manuals, financial systems and management information systems;
- Determine the most practical and effective way to apply computer-aided audit tools to convert and analyze data and generate reports;
- Performance of fraud inquiries and retrospective review;
- Determination of materiality levels;
- Regarding controls that are relevant to the audit, CBIZ will evaluate the design of the controls and determine whether they have been properly designed and implemented;
- Re-evaluation of Town provided major fund determination worksheet;
- Documentation of current year activity expectations and performance of preliminary analytical procedures;
- Review internal control systems, including determining an audit risk assessment;
- Consider the methods used to process accounting information that influence the design of the internal control system. This includes understanding the design of relevant policies, procedures, and records and whether they have been placed in operation;
- Design audit programs to ensure that they incorporate financial statement assertions, specific audit objectives and appropriate audit procedures to achieve the specified objectives;
- Identify and resolve accounting, auditing and reporting matters; and
- Prepare detailed audit plans, including a list of schedules to be prepared by the Town personnel.

Risk-Based Audit Technologies

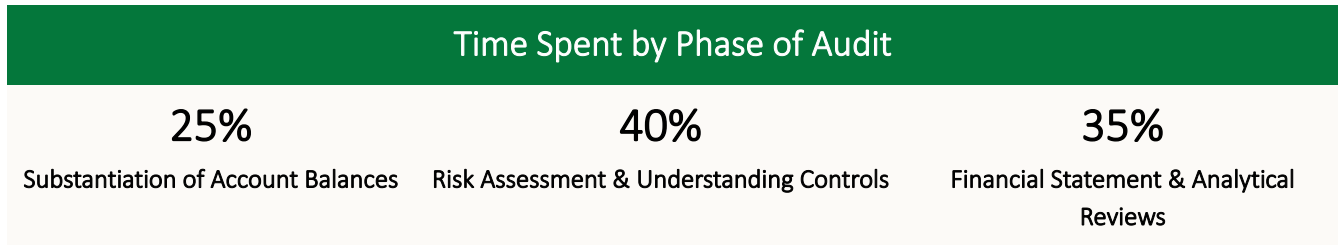
CBIZ employs a risk-based approach early in the audit process. This approach considers how the overall risk identified in the general risk analysis affects specific account balances. We consider, in part:

- Relative significance of the account to the financial statements as a whole;
- Volume of transactions;
- Susceptibility of the account to fraud;
- Accounts that have traditionally required significant adjustments; and
- Account with complex calculations, judgement, and accounting issues that have a high assessed level of inherent risk.



Based on these considerations, we assess the inherent risk and control risk to determine the overall audit risk. Once this assessment is completed, the audit procedures to be used are determined. By redirecting our efforts through a risk-based approach, audits are significantly enhanced, which provide greater value to our clients.

We will use several approaches to conduct the audit engagement. These approaches include traditional audit techniques and strategies, and an evaluation of the systems utilized by the Town.



Specific Fraud Investigative Techniques

Professional Auditing Standards imposes on auditors the additional responsibility to “plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements due to fraud.” By redirecting our efforts through a risk-based approach and additional fraud inquiry techniques, audits are significantly enhanced.

Procedures for Pension Plans

CBIZ is available to conduct the audit onsite or remotely at the discretion of the Plan. Audit procedures typically performed onsite include but are not limited to the following:

- Review of participant allocation schedule including recalculation of allocation of state contributions, investment earnings (losses), forfeitures and distributions.
- Review of personnel files to substantiate the accuracy of the census data to participant records.
- Interviews with management regarding the Plan’s internal controls for significant transaction cycles such as the process followed to reconcile investments, ensure contributions are complete and accurate, that death verification procedures are being performed, and understanding how benefits are paid to retirees and beneficiaries.
- Interviews with management regarding the Plan’s IT environment to ensure if sufficient controls are in place to protect personal and financial information.
- Testing of investment fair values and underlying investment valuation methods and techniques.
- Testing of investment unfunded commitments.

Single Audits

We leverage our training and experiences across CBIZ to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization.

Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work in the past three years and, in fact, have had many positive comments about the excellent quality of our audit files.

With this experience, we are able to provide a robust amount of knowledge as it relates to the Town and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

- Identify the Town’s major programs to be tested and reported on for compliance.
- Identify the compliance requirements applicable to each major program.
- Determine which of the compliance requirements identified could have a direct and material effect on each major program.
- Consider relevant portions of the Town’s internal control over compliance for each direct and material compliance requirement for each major program.
- Obtain sufficient appropriate audit evidence, which involves testing internal control over compliance and compliance with direct and material compliance requirements for each major program.
- Consider indications of fraud.
- Consider indications of abuse.
- Consider subsequent events.
- Form an opinion about whether the Town complied with the direct and material compliance requirements.
- Perform follow-up procedures on previously identified findings.

Phase II: Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matters that may impact the completion of our audit work or require the attention of management. Tasks to be performed in Phase II include but are not limited to.

- Apply analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.
- Perform substantive account balance and transaction tests. Samples will be drawn from major transaction systems, including cash disbursements, cash receipts, accounts payable, and payroll. The size of the samples will be determined after the review of the internal control system.

Proposed Segmentation & Level of Staff

Segment	Managing Directors, & Quality Control Directors	Senior Managers & Managers	Supervisors	Senior & Staff	Total
Phase 1: Strategic Planning	10	20	35	45	110
Phase 2: Execution of Audit Plan	10	20	45	55	130
Phase 3: Evaluation of Audit Results	10	20	45	50	125
Phase 4: Reporting	10	20	5	-	35
Total Hours	40	80	130	150	400



Note: The Uniform Guidance states that the auditor must use a risk-based approach to determine which federal programs are major programs. This determination will affect the scope of the Uniform Guidance compliance audit and the compliance requirements to be tested. The schedule of expenditures of federal awards, prepared by the Town, is the basis of the auditor's identification of type A and type B programs and documentation of our risk-based approach. Upon determination, audit hours for testing a major program significantly range due to program size, program compliance requirements, weaknesses in internal control over federal programs, if any, prior audit findings, program longevity, program clusters, program subrecipients, etc. **As such, related Single Audit hours will vary on an annual basis.**

Sample Size & Extent of Statistical Sampling

There are three types of tests that involve audit sampling (statistical and non-statistical sampling) which CBIZ will use:

- **Account Balance Tests.** Substantive tests of account balances are performed on year-end balances. Certain accounts justify a 100 percent examination, such as confirming an investment and bank balance, which does not involve sampling at all.
- **Transaction and Control Tests.** Substantive transaction and control tests are often combined to use one sample to achieve more than one audit objective. We often test the controls to verify that the transactions were properly authorized in accordance with the Town's procedures.
- **Compliance Tests.** Compliance tests with laws and regulations are included with the tests of transactions and controls.

Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement.

The audit team will report on a weekly basis to management the status of any potential adjustments so that management may have adequate time to investigate, gather information and respond, if necessary.

We use a risk-based assessment of the opportunities for a material financial statement error or irregularity to occur and remain undetected.

Information Technology Audit Techniques

In accordance with Professional Auditing Standards, we are required to gain an understanding of the procedures, both automated and manual, by which transactions are initiated, recorded, processed and reported, from their occurrence to their inclusion in the financial statements. During the planning stage of our audit, we evaluate the effect information technology (IT) will have in performing our audit procedures. This evaluation includes obtaining an understanding (generally through observations and inquiries of IT personnel) of internal controls and identifying those controls that are automated.

Our approach includes review of IT general controls as follows:

- Security—Physical and Access Controls
- Change Management for Systems and Configurations
- Application/System Development and Customization
- IT Risk Management
- Data Backup and Recovery/Business Continuity Plans
- Electronic Banking Wire and ACH Security
- Segregation of Duties within Systems and IT function

When key internal controls are automated, we use our IT specialist to perform a detailed review of those automated controls. The assigned IT Risk Audit Managing Director, Joe Layne, will then communicate to the audit engagement team as to whether such controls are working as prescribed by management. With this information, the audit engagement team determines the extent of their audit procedures.

In certain situations where there is significant accounting data processed electronically, we use several state-of-the-art software programs (IDEA and Teammate Analysis) to extract and summarize computerized financial data files. These programs provide an



efficient way for us to extract and test computerized accounting information, enabling us to audit through the computer, rather than around the computer. Some of the uses of this program are:

- Retrieving aged receivables information
- Extracting credit balances in accounts receivable reports
- Extracting pre-determined sample items from reports for testing
- Merging files for the purposes of extracting information that meets predetermined criteria
- Sorting information and footing report
- Searching for anomalies
- Searching for related party transactions
- Searching disbursements for selected vendors
- Journal Entries Testing

Secure Data Request & Collection Procedure (Use of EDP Software)

An “Auditor Request List” will be prepared and delivered to you prior to, or shortly after, the close of the Planning meeting. The requested schedules, report, agreements, etc. requested in the “Auditor Request List” are collected by CBIZ via a secure workflow tool. Our information technology department has established a secure workflow data management tool (“Suralink”) on our network for each of our clients.

We use the Suralink site as a virtual common workspace that is keyed to our data request lists and electronic audit system. We have been using the software for the past five years with much success. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our client service team directly into our electronic work programs. This web-based tool minimizes the use of e-mails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients both time and money.

In addition, Suralink provides real-time audit update information which is available at any time to the Town, such as the current progress of the audit and the status of the audit requests specifically tailored to the engagement. All this information is available through the Suralink dashboard.

Analytical Procedures

Tasks to be performed in Phase II of CBIZ’s Audit Process include applying analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.

Analytical procedures will be performed at both the government-wide and fund level financial statement and will include the following, where applicable:

- Comparison of original budget (revenue sources and appropriations) to actual amounts.
- Comparison of major revenue, expenses, and expenditure amounts to:
 - Preliminary expectations based on budgets and forecasts.
 - Prior year’s amounts
- Consideration, to the extent applicable, of the certain key financial relationships in relation to preliminary expectations to determine if there are unusual or unexpected balances or unexpected relationships.
- Analytical procedures will be used in substantive testing for certain revenue and expenditure activities, when deemed efficient.

Laws, Regulations, & Compliance Tests

Compliance tests with laws and regulations are included with the tests of transactions and controls. Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement. Testing will be generated to ensure compliance with rules, laws, and regulations; not limited to Rules of the Auditor General, Florida Statutes, Federal OMB Uniform Guidance Guidelines and the Florida Single Audit Act.

Communication & Planning



Our firm believes that open and honest communication is a hallmark of strong client service, and without open and honest dialogue, the auditor/client relationship cannot properly function. During the planning phase of the audit, CBIZ will schedule a “Planning Kick-Off Meeting” with your organization’s management.

This meeting allows our team to meet in person with management and revisit audit time frames and due dates, as well as determine the level of assistance we need from your staff and management team.

Phase III: Evaluation of Audit Results

This phase includes a review of all audit documentation by the managing directors to ensure that testing and documentation support the conclusions reached. This phase also includes preliminary discussions with management of the audit findings.

CBIZ will accumulate misstatements identified during the audit, other than those that are clearly trivial and will determine whether the audit plan and strategy per audit area needs to be revised.

Phase IV: Reporting

In this phase of the audit, the engagement team will complete the tasks related to the closing of year-end balances and financial reporting. This will include final testing in areas including compliance, balance sheet accounts, revenues and expenditures. Upon receipt of the draft Annual Comprehensive Financial Report (ACFR), we will turn around the draft with our comments within seven to ten days. Final reports will be issued by the agreed upon date. The audit managing director and/or audit director will be available to present the audit report in person.

Exit Conference

Upon completion of audit work, CBIZ will hold a closing or exit conference with senior members of the Town’s finance department. The exit conference assists CBIZ in obtaining the views of responsible officials concerning the findings, conclusions, and recommendations, as well as planned corrective action, as required by *Government Auditing Standards* and OMB Uniform Guidance.

This conference also provides the Town with an advance opportunity to discuss whether planned corrective actions adequately address the auditor's recommendations and to initiate corrective action without waiting for a final audit report. CBIZ will also consider having preliminary exit meetings with directors, department heads, and other operating personnel who have direct responsibility for financial management systems and/or the administration of federal awards.



Management Letter

CBIZ will prepare a management letter for the Town to identify systemic deficiencies observed. The letter also may offer recommendations for changes in accounting and other procedures in order to improve operations of the Town. As each potential management letter point is identified in the audit process, the engagement team will document the condition, our recommendation, and the benefits of the recommended action. All potential comments will be reviewed with key staff members before issuance.

CBIZ's policy is to prepare this report as a vehicle for suggesting improvements to enhance efficiency, management effectiveness, and the degree of internal control. Findings (material weaknesses and significant deficiencies and material instances of noncompliance) are required to be reported in writing and will be included in the schedule of findings and questions costs.

Management Letter Adds Value Beyond the Financial Audit		
<ul style="list-style-type: none"> Internal Controls Suggestions Operational Suggestions 	<ul style="list-style-type: none"> Cost vs. Benefit Evaluations Identify Areas for Efficiencies 	<ul style="list-style-type: none"> Workable Solutions Collaborative Process

Our Commitment

We will act as a valued advisor to recommend meaningful operation solutions, leverage our Firm resources to your benefit, and make ourselves readily available to the Town.

What You Can Expect			
<ul style="list-style-type: none"> Understanding Your Organization Risk Assessment Testing Internal Controls as Applicable 	<ul style="list-style-type: none"> Operational & Technology Efficiencies Best Practices 	<ul style="list-style-type: none"> Tax Compliance Implementation of New Accounting Standards 	<ul style="list-style-type: none"> Year-round Communications with Management Communications with Your Governance

Audit Project Timeline

CBIZ is committed to completing the audit procedure within the below timeframe or within any other reasonable schedule requested by the Town. We are available to begin the audit as soon as notification of the award has been issued. As the Town's prior auditor, our firm is in the best position to complete the audit in the shortest amount of time and efficiently guide the new finance director for the upcoming audit of the Town. We are ready and fully capable of commencing work with minimal notice, ensuring a swift and efficient start to the project. Each of the following will be completed as stipulated by the RFP:

Task	Annual Timing
Interim Work	October
Final Fieldwork	January – February
Draft Reports	March 1 st
Final Reports	March 31 st

Tab 5: Audit Fee



Price Proposal Sheet

PROPOSER INFORMATION

Company Name CBIZ CPAs P.C.

Contact Person: Moises D. Ariza

Email: Moises.Ariza@CBIZ.com

Phone: 305.995.9612

External Auditor Services			
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Initial 3-Year Contract Annual Fee			
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item	Description	Units of Measure	Unit Price
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1	Year 1 Annual Flat Fee	LS	\$87,000
	Audit of the Town's ACFR	LS	\$49,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$19,000
	Federal Single Audit *	LS	\$ 7,000
	State Single Audit *	LS	\$ 7,000
	The Children's Trust Audit *	LS	\$ 5,000

*Not required or applicable every year

2	Year 2 Annual Flat Fee	LS	\$88,500
	Audit of the Town's ACFR	LS	\$ 50,500
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 19,000
	Federal Single Audit *	LS	\$ 7,000
	State Single Audit *	LS	\$ 7,000
	The Children's Trust Audit *	LS	\$ 5,000

*Not required or applicable every year

3	Year 3 Annual Flat Fee	LS	\$ 90,050
	Audit of the Town's ACFR	LS	\$ 52,050
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 19,000
	Federal Single Audit *	LS	\$ 7,000
	State Single Audit *	LS	\$ 7,000
	The Children's Trust Audit *	LS	\$ 5,000

*Not required or applicable every year

SUBTOTAL: Initial 3-Year Contract Annual Fees			\$265,550
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Additional One-Year Renewal Contract			
item	Description	Units of Measure	Unit Price

4	Year 4 Annual Flat Fee	LS	\$ 91,640
	Audit of the Town's ACFR	LS	\$ 53,640
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 19,000
	Federal Single Audit *	LS	\$ 7,000
	State Single Audit *	LS	\$ 7,000
	The Children's Trust Audit *	LS	\$ 5,000

*Not required or applicable every year

5	Year 5 Annual Flat Fee	LS	\$ 93,280
	Audit of the Town's ACFR	LS	\$ 55,280
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 19,000
	Federal Single Audit *	LS	\$ 7,000
	State Single Audit *	LS	\$ 7,000
	The Children's Trust Audit *	LS	\$ 5,000

*Not required or applicable every year

SUBTOTAL: Additional One Year Renewal Options			\$ 184,920
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Additional Services Fee Schedule	
Project Position or Classification	Hourly Rate to Be Charge
Partner /Director	\$ 450
Manager /Senior Manager	\$ 325
Senior	\$ 195
Staff	\$ 150
Secretary	\$ 100

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.



Signature (Authorized Signatory)

Shareholder
Title

December 1, 2025
Date



Tab 6: Subcontractors

CBIZ will not be utilizing any subcontractors during the term of this contract. All services will be performed exclusively by our in-house team. Please refer to [Tab 2](#) for the engagement team structure and resumes.

Tab 7: Required Forms

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

Town: State: Zip:

Telephone No.: FAX No.: Email:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text" value="1"/>	<input type="text" value="11-20-2025"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)


Signature

Date

Title



**Town of Bay Harbor Islands
1030 95th Street
(305) 866-6241**

RFP-4-1027-FN-0-2025/FVR
External Auditor Services

ADDENDUM NO. 1
ISSUED: November 20, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- Questions submitted:

Question 1.

Could you provide the audit fee for FY2024?

Answer

The total amount for FY2024 was \$70,330.

Question 2.

Is there an option to perform the audit remotely?

Answer

Yes, the Town will allow remote audit work where feasible. However, certain procedures may require on-site presence, which can be coordinated with Town staff.

Fausto Vargas

Procurement Officer

Company Name: CBIZ CPAs P.C

Bidder's Signature:  (please print)

Date: 11-20-2025



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor. Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

N/A

N/A

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



NON-DISCRIMINATION CERTIFICATION FORM

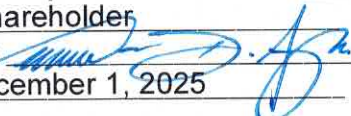
Project Title: External Auditing Services
Solicitation No.: RFP-4-1027-FN-0-2025/FVR

In connection with the submission of this proposal, the undersigned certifies that:

1. The firm and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, marital status, genetic information, veteran status, or any other category protected by applicable federal, state, or local law.
2. The firm and its subcontractors shall comply with all applicable provisions of federal, state, and local equal employment opportunity and non-discrimination laws, executive orders, rules, and regulations.
3. The firm understands that non-compliance with this certification may be considered cause for contract termination or disqualification from future solicitations.

Authorized Representative Certification

By signing below, I certify that I am authorized to make the representations contained herein on behalf of the firm.


Company Name: CBIZ CPAs P.C.
Authorized Representative Name: Moises D. Ariza
Title: Shareholder
Signature: 
Date: December 1, 2025



ANTI-KICKBACK AFFIDAVIT

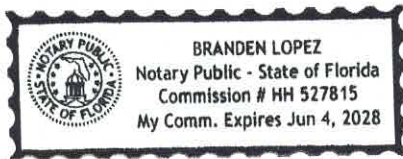
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

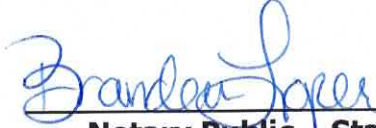
I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: Shareholder

The foregoing instrument was acknowledged before me this 1st day of, December 2025 by Moises D. Ariza [name of person], as Shareholder [type or authority], for CBIZ CPAs P.C. [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:




Notary Public – State of Florida
Branden Lopez
Print or Type Commissioned Name

Personally Known X OR Produced Identification _____ Type of Identification Produced _____



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:


Authorized Company Person's Title:

Date:



**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of CBIZ CPAs P.C., a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

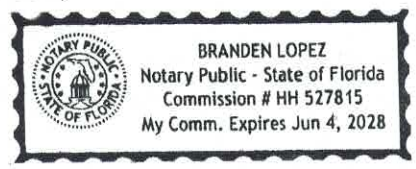
By: 
Name: Moises D. Ariza
Title: Shareholder

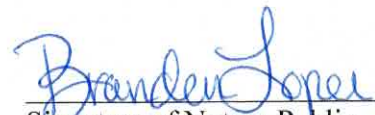
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 1st day of December 2025, by Moises D. Ariza, as Shareholder of CBIZ CPAs P.C., a Florida limited liability company. He is personally known to me or has produced _____ (Type of Identification) as identification.

(Notary Seal)




Signature of Notary Public

Branden Lopez
Print, Type or Stamp Name of Notary

HH 527815
Serial Number, if any



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

CBIZ CPAs P.C.

Firm

Authorized Signature

December 1, 2025

Date

Moises D. Ariza, Shareholder

Print or Type Name and Title



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: December 1, 2025

Signed: _____

Entity: CBIZ CPAs P.C.

Name: Moises D. Ariza

Title: Shareholder

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 1st day of December, 2025, by Moises D. Ariza, as Shareholder for CBIZ CPAs P.C.

who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Branden Lopez

State of Florida at Large (Seal)

Print Name: Branden Lopez

My commission expires: June 4, 2028



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	CBIZ CPAs P.C.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
700 W 47th Street, Suite 1100		
6 City, state, and ZIP code		
Kansas City, MO 64112		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-			-			
OR									
Employer identification number									
4	3	-	1	9	4	7	6	9	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 8/23/24
------------------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

10:07:35 AM 11/6/2024

Licensee Information

Name:	CBIZ CPAS P.C. (Primary Name)
Main Address:	700 WEST 47TH STREET SUITE 1100 KANSAS CITY Missouri 64112
County:	OUT OF STATE
License Mailing:	700 WEST 47TH STREET, SUITE 1100 KANSAS CITY MO 64112
County:	OUT OF STATE

License Information

License Type:	FIRM
Rank:	CPA Firms
License Number:	AD63267
Status:	Current
Licensure Date:	02/20/2003
Expires:	12/31/2025

Special Qualifications Qualification Effective

Corporation	02/20/2003
--------------------	-------------------

Alternate Names

--

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright ©2023 Department of Business and Professional Regulation - State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
CBIZ CPAS P.C.

Filing Information

Document Number	F03000000092
FEI/EIN Number	43-1947695
Date Filed	01/08/2003
State	MO
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/13/2024
Event Effective Date	NONE

Principal Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Mailing Address

700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Changed: 05/01/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/22/2014

Address Changed: 08/22/2014

Officer/Director Detail

Name & Address

Title Treasurer

MUNSCH, CHRISTOPHER
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title Director

Languirand, Paul
One Citizens Plaza
9th Floor
Providence, RI 02903

Title Secretary

Mann, William D, Jr.
700 WEST 47TH STREET
SUITE 1100
KANSAS CITY, MO 64112

Title DIRECTOR

BURTON, DANA
140 Fountain Parway North
Suite 410
St Petersburg, FL 33716

Title Director

Schlissfeld, Abe
685 Third Ave
New York, NY 10017

Title Director

Hakes, Tony
4722 N. 24th Street
Suite 300
Phoenix, AZ 85016

Title Director

Gluck, Jeffrey
1065 Avenue of the Americas
11th Floor
New York, NY 10018

Title Director

Seff, Dan
4600 South Ulster Street
Suite 900
Denver, CO 80237

Title President

Gagnani, Andrew
 1065 Avenue of the Americas
 11th Floor
 New York, NY 10018

Title Director

Larsen, Katina
 700 West 47th Street
 Suite 1100
 Kansas City, MO 64112

Title Director

Lilly, Jennifer
 11100 Northeast 8th Street
 Suite 400
 Bellevue, WA 98004

Title Director

Gagnani, Andrew
 1065 Avenue of the Americas
 11th Floor
 New York, NY 10018

Annual Reports

Report Year	Filed Date
2022	03/31/2022
2023	04/24/2023
2024	04/21/2024

Document Images

08/13/2024 -- Name Change	View image in PDF format
04/21/2024 -- ANNUAL REPORT	View image in PDF format
04/24/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- ANNUAL REPORT	View image in PDF format
02/04/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
04/09/2015 -- ANNUAL REPORT	View image in PDF format
08/22/2014 -- Reg. Agent Change	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format

02/24/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/09/2008 -- ANNUAL REPORT	View image in PDF format
03/24/2007 -- ANNUAL REPORT	View image in PDF format
03/28/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- ANNUAL REPORT	View image in PDF format
03/17/2004 -- ANNUAL REPORT	View image in PDF format
01/08/2003 -- Foreign Profit	View image in PDF format

007839

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



7390984

BUSINESS NAME/LOCATION
CBIZ CPAS PC
1 SE 3RD AVE STE 1100
MIAMI FL 33131-1708

RECEIPT NO.
RENEWAL
7687608

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
CBIZ CPAS PC
C/O ANDREW GRAGNANI PRES

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED
BY TAX COLLECTOR
\$45.00 07/08/2025
PTBTC-25-116184

Employee(s) 4



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov

Appendix A: Peer Review Report



Report on the Firm's System of Quality Control

September 22, 2023

To the Shareholders of Mayer Hoffman McCann P.C.
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice applicable to engagements not subject to PCAOB permanent inspection of Mayer Hoffman McCann P.C. (the firm) in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1[®] and SOC 2[®] engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control applicable to engagements not subject to PCAOB permanent inspection for the accounting and auditing practice of Mayer Hoffman McCann P.C. in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Mayer Hoffman McCann P.C. has received a peer review rating of *pass*.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Weaver and Tidwell, L.L.P.
9311 San Pedro Avenue, Suite 1400 | San Antonio, Texas 78216
Main: 210.737.1042

CPAs AND ADVISORS | WEAVER.COM

Appendix B: Licenses



CPAVerify Individual Report Results

NAME: **MOISES DAVID ARIZA**
 STATE OF LICENSE: **FL**
 LAST UPDATED: **2024-02-28**

	Business	Mail
Address:	ARIZA, MOISES DAVID FL, US	FL, US
License/Permit/Certificate Number:	AC45440	
Registration Number:		
License/Permit/Certificate Status:	CURRENT, ACTIVE	
License/Certificate Status Details:	Holds a valid license to practice public accounting.	
License Type:	CERTIFIED PUBLIC ACCOUNTANT	
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
Basis for License:	EXAM	
Basis for License Details:	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.	
Issue Date:	2012-12-21	
Expiration Date:	2025-12-31	
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board	
Other Information:	None	

Contact the Board for official verification of information.

State Board Contact Information: FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
 240 NW 76TH DRIVE, SUITE A
 GAINESVILLE, FL 32607

Phone: (850) 487-1395

Website: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

Licensee Lookup:

<http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAVerify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAVerify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the Contact Boards tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: **MICHAEL DAVID FUTTERMAN**
STATE OF LICENSE: **FL**
LAST UPDATED: **2025-06-17**

Business

FUTTERMAN, MICHAEL DAVID
FL, US

Address:

License/Permit/Certificate Number: AC0021810

Registration Number:

License/Permit/Certificate Status: CURRENT, ACTIVE

License/Certificate Status Details: Holds a valid license to practice public accounting.

License Type: CERTIFIED PUBLIC ACCOUNTANT

License Type Details: Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.

Basis for License:

Issue Date: 1990-04-26

Expiration Date: 2026-12-31

Enforcement, Non-Compliance or Disciplinary Actions: None Reported To This Site By The Board

Other Information: None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>
Licensee Lookup: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

CPAVerify Individual Report Results

NAME: HERMES ANTONIO GARZON
 STATE OF LICENSE: FL
 LAST UPDATED: 2024-02-29

	Business	Mail
Address:	GARZON, HERMES ANTONIO FL, US	FL, US
License/Permit/Certificate Number:	AC59240	
Registration Number:		
License/Permit/Certificate Status:	CURRENT, ACTIVE	
License/Certificate Status Details:	Holds a valid license to practice public accounting.	
License Type:	CERTIFIED PUBLIC ACCOUNTANT	
License Type Details:	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
Basis for License:	EXAM	
Basis for License Details:	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.	
Issue Date:	2023-01-17	
Expiration Date:	2025-12-31	
Enforcement, Non-Compliance or Disciplinary Actions:	None Reported To This Site By The Board	
Other Information:	None	

Contact the Board for official verification of information.

State Board Contact Information: FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
 240 NW 76TH DRIVE, SUITE A
 GAINESVILLE, FL 32607

Phone: (850) 487-1395

Website: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

Licensee Lookup:

<http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAVerify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAVerify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.

CPAVerify Individual Report Results

NAME: ELDA SANTORO
STATE OF LICENSE: FL
LAST UPDATED: 2025-04-18

Business
SANTORO, ELDA
FL, US

Address:

License/Permit/Certificate Number: AC62163

Registration Number:

License/Permit/Certificate Status: CURRENT, ACTIVE

License/Certificate Status Details: Holds a valid license to practice public accounting.

License Type: CERTIFIED PUBLIC ACCOUNTANT

License Type Details: Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.

Basis for License: RECIPROCAL

Basis for License Details: Reciprocal License. An Applicant having a valid unrevoked license to practice as a CPA from any jurisdiction and who is planning to relocate to Florida must apply for a Reciprocal License.

Issue Date: 2025-02-03

Expiration Date: 2025-12-31

Enforcement, Non-Compliance or Disciplinary Actions: None Reported To This Site By The Board

Other Information: None

Contact the Board for official verification of information.

State Board Contact Information:

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING
240 NW 76TH DRIVE, SUITE A
GAINESVILLE, FL 32607

Phone: (850) 487-1395
Website: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>
Licensee Lookup: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

NAME: ELDA SANTORO
STATE OF LICENSE: PA
LAST UPDATED: 2025-04-18

Address:

License/Permit/Certificate Number: CA068072

Registration Number:

License/Permit/Certificate Status: ACTIVE

License/Certificate Status Details: Licensee allowed to practice in PA

License Type: CPA

License Type Details: Contact Board for Details

Basis for License: EXAMINATION

Issue Date: 2023-08-14

Expiration Date: 2025-12-31

Enforcement, Non-Compliance or Disciplinary Actions: None Reported To This Site By The Board

Other Information: None

Contact the Board for official verification of information.

Appendix C: CBIZ Financial Statements

CBIZ, INC. AND SUBSIDIARIES
INDEX TO FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors

CBIZ, Inc.:

Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting

We have audited the accompanying consolidated balance sheets of CBIZ, Inc. and subsidiaries (the Company) as of December 31, 2024 and December 31, 2023, the related consolidated statements of comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2024, and the related notes (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and December 31, 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024 based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

The Company acquired Erickson, Brown & Kloster, LLC, CompuData, Inc., Educational & Institutional Insurance Administrator, Inc.'s EIIA Higher Education Benefit Trust, Hoover Financial Advisors, Inc., and Marcum LLP during 2024, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2024, Erickson, Brown & Kloster, LLC, CompuData, Inc., Educational & Institutional Insurance Administrator, Inc.'s EIIA Higher Education Benefit Trust, Hoover Financial Advisors, Inc., and Marcum LLP's internal control over financial reporting associated with total assets of \$233.2 million and total revenues of \$137.6 million included in the consolidated financial statements of the Company as of and for the year ended December 31, 2024. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of Erickson, Brown & Kloster, LLC, CompuData, Inc., Educational & Institutional Insurance Administrator, Inc.'s EIIA Higher Education Benefit Trust, Hoover Financial Advisors, Inc., and Marcum LLP.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the

company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Acquisition date fair value of client list intangible asset

As discussed in Note 2 to the consolidated financial statements, on November 1, 2024, the Company completed the acquisition of Marcum LLP for an aggregate purchase price of approximately \$1,997.8 million. The Company applied the acquisition method of accounting and recognized assets acquired and liabilities assumed at their fair value as of the date of acquisition, with the excess purchase consideration recorded to goodwill. As a result of the transaction, the Company recorded a client list intangible asset at a preliminary fair value of \$474.0 million valued using the excess earnings method.

We identified the evaluation of the valuation of the client list intangible asset as a critical audit matter. A high degree of subjective auditor judgment was required to evaluate certain assumptions used to estimate the acquisition-date fair value of the client list intangible asset. We performed a sensitivity analysis to determine which assumptions used by management most significantly impacted the fair value of the client list intangible asset, and identified the revenue growth rates, discount rate, and client attrition rate as the key assumptions as changes in these assumptions could have had a significant impact on the acquisition-date fair value of the intangible asset. Additionally, evaluating the discount rate and the customer attrition rate required the involvement of valuation professionals with specialized skills and knowledge.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's process to estimate the acquisition-date fair value of the client list intangible asset. This included controls over the determination of the revenue growth rates, customer attrition rate, and discount rate assumptions used in the Company's model. We evaluated the revenue growth rates by comparing them to the historical financial results of the acquired company, historical financial results and forecasted revenue trends of certain peer companies, and relevant industry data. We evaluated the Company's customer attrition rate assumption by comparing it to historical attrition rates used in comparable acquisitions completed by the Company and the acquiree. In addition, we involved valuation professionals with specialized skills and knowledge, who assisted in:

- evaluating the discount rate by comparing it to (1) the transaction's internal rate of return, and (2) a market participant discount rate independently developed using publicly available market data for comparable companies
- evaluating the customer attrition rate by comparing it to the attrition rates implied by Marcum's historical client revenue data and to attrition rates implied by similar transactions in the Company's industry.

/s/ KPMG LLP

We have served as the Company's auditor since 1996.

Cleveland, Ohio

February 28, 2025

CBIZ, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2024 AND 2023
(In thousands, except per share data)

	2024	2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 13,826	\$ 8,090
Restricted cash	38,661	30,362
Accounts receivable, net	534,858	380,152
Income tax receivable	4,051	—
Other current assets	68,477	34,895
Current assets before funds held for clients	659,873	453,499
Funds held for clients	175,853	159,186
Total current assets	835,726	612,685
Non-current assets:		
Property and equipment, net	88,163	57,012
Goodwill and other intangible assets, net	2,945,470	1,008,604
Assets of deferred compensation plan	167,170	143,499
Right-of-use asset	393,512	211,024
Other non-current assets	40,842	10,768
Total non-current assets	3,635,157	1,430,907
Total assets	\$ 4,470,883	\$ 2,043,592
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 90,646	\$ 82,831
Income taxes payable	—	2,097
Accrued personnel costs	172,759	133,593
Contingent purchase price liability	61,164	66,287
Lease liability	60,549	36,283
Current portion of Term Loan	70,000	—
Current portion debt issuance costs, Term Loan	(3,823)	—
Total short-term debt	66,177	—
Other current liabilities	78,579	30,937
Current liabilities before client fund obligations	529,874	352,028
Client fund obligations	175,928	159,893
Total current liabilities	705,802	511,921
Non-current liabilities:		
Revolver Facility	20,900	312,400
Debt issuance costs, Revolver	(7,160)	(1,574)
Long-term portion, Term Loan	1,330,000	—
Long-term portion debt issuance costs, Term Loan	(9,985)	—
Total long-term debt	1,333,755	310,826
Income taxes payable	2,193	1,984
Deferred income taxes, net	10,880	29,287
Deferred compensation plan obligations	167,170	143,499
Contingent purchase price liability	35,803	48,659
Lease liability	372,586	203,905
Other non-current liabilities	62,711	1,893
Total non-current liabilities	1,985,098	740,053
Total liabilities	2,690,900	1,251,974

	2024	2023
STOCKHOLDER EQUITY		
Common stock, par value \$0.01 per share; shares authorized 250,000; shares issued 137,945 and 137,387; shares outstanding 50,198 and 49,814	\$ 1,380	\$ 1,374
Additional paid-in capital	1,791,863	832,475
Retained earnings	896,122	855,084
Treasury stock, 87,747 and 87,573 shares	(910,601)	(899,093)
Accumulated other comprehensive income	1,219	1,778
Total stockholders' equity	1,779,983	791,618
Total liabilities and stockholders' equity	\$ 4,470,883	\$ 2,043,592

See the accompanying notes to the consolidated financial statements

CBIZ, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022
(In thousands, except per share data)

	2024	2023	2022
Revenue	\$ 1,813,472	\$ 1,591,194	\$ 1,411,979
Operating expenses	1,631,003	1,367,990	1,188,612
Gross margin	182,469	223,204	223,367
Corporate general and administrative expenses	108,753	57,965	55,023
Operating income	73,716	165,239	168,344
Other income (expense):			
Interest expense	(34,379)	(20,131)	(8,039)
Gain on sale of operations, net	4,932	176	413
Other income (expense), net	13,538	21,019	(19,243)
Total other income (expense), net	(15,909)	1,064	(26,869)
Income before income tax expense	57,807	166,303	141,475
Income tax expense	16,769	45,335	36,121
Net income	41,038	120,968	105,354
Earnings per share:			
Basic	\$ 0.78	\$ 2.42	\$ 2.05
Diluted	\$ 0.78	\$ 2.39	\$ 2.01
Basic weighted average common shares outstanding	52,375	49,989	51,502
Diluted weighted average common shares outstanding	52,661	50,557	52,388
Comprehensive income:			
Net income	\$ 41,038	\$ 120,968	\$ 105,354
Other comprehensive income (loss):			
Net unrealized gain (loss) on available-for-sale securities, net of income tax expense (benefit) of \$182, \$403 and \$(520)	457	1,013	(1,391)
Net unrealized (loss) gain on interest rate swaps, net of income tax (benefit) expense of \$(287), \$(952) and \$1,965	(989)	(2,821)	5,986
Foreign currency translation	(27)	(18)	(24)
Total other comprehensive (loss) income	(559)	(1,826)	4,571
Total comprehensive income	\$ 40,479	\$ 119,142	\$ 109,925

See the accompanying notes to the consolidated financial statements

CBIZ, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022
(In thousands)

	Issued Common Shares	Treasury Shares	Common Stock	Additional Paid-In Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive (Loss) Income	Totals
December 31, 2021	135,187	83,149	\$ 1,352	\$ 770,117	\$ 628,762	\$ (694,716)	\$ (967)	\$ 704,548
Net income	—	—	—	—	105,354	—	—	105,354
Other comprehensive income	—	—	—	—	—	—	4,571	4,571
Share repurchases	—	2,778	—	—	—	(122,773)	—	(122,773)
Indirect repurchase of shares for minimum tax withholding	—	188	—	—	—	(7,289)	—	(7,289)
Restricted stock units and awards	120	—	1	(1)	—	—	—	—
Performance share units	211	—	2	(2)	—	—	—	—
Stock options exercised	670	—	7	10,028	—	—	—	10,035
Share-based compensation	—	—	—	14,689	—	—	—	14,689
Business acquisitions	107	—	1	4,316	—	—	—	4,317
December 31, 2022	136,295	86,115	1,363	799,147	734,116	(824,778)	3,604	713,452
Net income	—	—	—	—	120,968	—	—	120,968
Other comprehensive loss	—	—	—	—	—	—	(1,826)	(1,826)
Share repurchases	—	1,285	—	—	—	(65,142)	—	(65,142)
Indirect repurchase of shares for minimum tax withholding	—	173	—	—	—	(8,448)	—	(8,448)
Restricted stock units and awards	153	—	2	(2)	—	—	—	—
Performance share units	244	—	2	(2)	—	—	—	—
Stock options exercised	453	—	5	8,759	—	—	—	8,764
Share-based compensation	—	—	—	12,286	—	—	—	12,286
Business acquisitions	242	—	2	11,733	—	—	—	11,735
Excise tax on share repurchases	—	—	—	554	—	(725)	—	(171)
December 31, 2023	137,387	87,573	1,374	832,475	855,084	(899,093)	1,778	791,618
Net income	—	—	—	—	41,038	—	—	41,038
Other comprehensive loss	—	—	—	—	—	—	(559)	(559)
Indirect repurchase of shares for minimum tax withholding	—	174	—	—	—	(11,508)	—	(11,508)
Restricted stock units and awards	126	—	1	(1)	—	—	—	—
Performance share units	273	—	3	(3)	—	—	—	—
Share-based compensation	—	—	—	13,836	—	—	—	13,836
Business acquisitions	159	—	2	945,556	—	—	—	945,558
December 31, 2024	137,945	87,747	\$ 1,380	\$ 1,791,863	\$ 896,122	\$ (910,601)	\$ 1,219	\$ 1,779,983

See the accompanying notes to the consolidated financial statements

CBIZ, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024, 2023 AND 2022
(In thousands)

	2024	2023	2022
Cash flows from operating activities:			
Net income	\$ 41,038	\$ 120,968	\$ 105,354
<i>Adjustments to reconcile net income to net cash provided by operating activities:</i>			
Gain on sale of operations, net of tax	(4,932)	(176)	(413)
Depreciation and amortization expense	48,060	36,269	32,895
Bad debt expense, net of recoveries	3,792	1,551	1,173
Adjustment to contingent earnout liability, net	6,993	2,743	2,435
Deferred income taxes	(8,621)	11,273	13,877
Stock-based compensation expense	13,836	12,286	14,689
Other, net	130	(2,365)	(1,835)
<i>Changes in assets and liabilities, net of acquisitions and divestitures:</i>			
Accounts receivable, net	48,218	(36,093)	(61,106)
Other assets	2,809	(6,626)	(11,855)
Accounts payable	(18,846)	2,210	14,363
Income taxes payable	(7,544)	(5,918)	(5,578)
Accrued personnel costs	(5,830)	2,711	24,009
Other liabilities	4,589	14,674	(1,876)
Net cash provided by operating activities	123,692	153,507	126,132
Cash flows from investing activities:			
Business acquisitions and purchases of client lists, net of cash acquired	(1,087,521)	(53,110)	(79,141)
Purchases of client fund investments	(23,210)	(14,122)	(19,771)
Proceeds from the sales and maturities of client fund investments	21,923	18,465	12,400
Proceeds from sales of assets and divested operations	7,131	3,059	3,022
Additions to property and equipment	(12,914)	(23,052)	(8,641)
Other, net	(34,692)	(10,633)	(6,987)
Net cash used in investing activities	(1,129,283)	(79,393)	(99,118)
Cash flows from financing activities:			
Proceeds from Term Loan	1,400,000	—	—
Proceeds from Revolver	1,087,900	1,224,000	824,900
Payments on Revolver	(1,379,400)	(1,177,300)	(714,500)
Deferred financing costs	(20,654)	—	(2,072)
Payment for acquisition of treasury stock	—	(65,378)	(122,538)
Indirect repurchase of shares for minimum tax withholding	(11,508)	(8,448)	(7,289)
Changes in client funds obligations	16,035	(13,574)	15,352
Payment of contingent consideration of acquisitions and client lists	(56,760)	(45,175)	(21,231)
Proceeds from exercise of stock options	—	8,764	10,035
Net cash provided by (used in) financing activities	1,035,613	(77,111)	(17,343)
Net increase (decrease) in cash, cash equivalents and restricted cash	30,022	(2,997)	9,671
Cash, cash equivalents and restricted cash at beginning of year	157,148	160,145	150,474
Cash, cash equivalents and restricted cash at end of year	\$ 187,170	\$ 157,148	\$ 160,145
Reconciliation of cash, cash equivalents and restricted cash to the Consolidated Balance Sheets:			
Cash and cash equivalents	\$ 13,826	\$ 8,090	\$ 4,697
Restricted cash	38,661	30,362	28,487
Cash equivalents included in funds held for clients	134,683	118,696	126,961
Cash, cash equivalents and restricted cash at end of year	\$ 187,170	\$ 157,148	\$ 160,145
Supplemental disclosures of cash flow information:			
Cash paid for interest	\$ 25,686	\$ 19,127	\$ 7,421
Cash paid for income taxes, net of income tax refunds	\$ 37,537	\$ 39,976	\$ 27,815

See the accompanying notes to the consolidated financial statements

CBIZ, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

Selected Terms Used in Notes to Consolidated Financial Statements

ASA - Administrative Service Agreement.

ASC - Accounting Standards Codification.

ASU - Accounting Standards Update.

CPA firm - Certified Public Accounting firm.

FASB - The Financial Accounting Standards Board.

GAAP - United States Generally Accepted Accounting Principles.

LIBOR - London Interbank Offered Rate.

SOFR - The Secured Overnight Financing Rate.

ROU - Right of Use.

SEC - United States Securities & Exchange Commission.

Marcum Acquisition - the Transaction

Organization - CBIZ, Inc. is a leading provider of financial, insurance and advisory services to businesses throughout the United States and parts of Canada. Acting through its subsidiaries, it has been serving small and medium-sized businesses, as well as individuals, governmental entities, and not-for-profit enterprises. CBIZ, Inc. manages and reports its operations along three practice groups: Financial Services, Benefits and Insurance Services and National Practices. A further description of products and services offered by each of the practice groups is provided in Note 19, Segment Disclosures, to the accompanying consolidated financial statements.

In July 2024, CBIZ announced the acquisition of Marcum LLP, representing the largest transaction in the Company's history. That acquisition closed on November 1, 2024, augmenting the Company's services across the three practice groups. Refer to Note 2. Business Combination for further discussion of the Marcum Acquisition (the "Transaction").

Effective April 1, 2023, CBIZ, Inc. formed Rockside Insurance Company, Inc. ("Rockside"), a captive insurance company licensed in Vermont. Rockside, wholly owned by CBIZ, Inc., provides insurance coverages for a portion of the retention deductibles from CBIZ, Inc.'s certain insurance programs with third party insurers.

Basis of Presentation - The accompanying consolidated financial statements reflect the operations of CBIZ, Inc. and all of its wholly-owned subsidiaries ("CBIZ," the "Company," "we," "us" or "our"), after elimination of all intercompany accounts and transactions. We have prepared the accompanying consolidated financial statements in accordance with United States Generally Accepted Accounting Principles ("GAAP") and pursuant to the rules and regulations of the United States Securities & Exchange Commission ("SEC").

We have determined that our relationship with certain CPA firms with whom we maintain ASAs qualify as variable interest entities ("VIEs"), and we are the primary beneficiary of such VIE. The accompanying consolidated financial statements do not reflect the results of operations or the financial position of the VIEs as the impact is not material to our consolidated financial condition, results of operations or cash flows.





PROPOSAL FOR
Town of Bay Harbor Islands

2025



REQUEST FOR PROPOSAL EXTERNAL AUDITING SERVICES

RFP- 4-1029-FN-2025/FVR

Issued on December 1, 2025

Citrin Cooperman

355 Alhambra Circle, Suite 900
Coral Gables, FL 33134

6550 N Federal Hwy, Floor 4
Fort Lauderdale, FL 33308

Phone: 305.444.0999

Phone: 954.771.0896

Contact: William Benson
Email: bbenson@citrincooperman.com



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EXECUTIVE SUMMARY



December 1, 2025

Fausto Vargas, Procurement Officer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Dear Fausto:

We welcome and appreciate the opportunity to present this proposal to provide external audit services to the Town of Bay Harbor Islands (the “Town”). Our team is passionate about developing strong relationships with each of our clients while delivering unparalleled service. Our objective is to provide quality and timely services that exceed expectations. Our proposed engagement team includes fully dedicated government professionals who will serve the Town throughout the engagement to ensure that **deadlines are met and reports are issued in a timely manner**. We will work with you and your team through all aspects of the engagement outlined in our proposal.

GOVERNMENTAL EXPERIENCE

Citrin Cooperman has been dedicated to the public sector for over 45 years by providing professional services to municipalities, special taxing districts, charter schools and other governmental entities helping many achieve the Certificate of Achievement for Excellence in Financial Reporting. By making the public sector a focus of our firm, we have the technical expertise to keep our clients informed of any upcoming technical pronouncements well in advance. This commitment allows us to deliver an unmatched level of service to our clients, with some municipalities being our client for over forty years.

EXPERIENCED PROFESSIONALS

Our proposed audit team for this engagement has extensive governmental experience, including municipalities comparable to the size and scope of your Town. The professionals assigned to your engagement have exceeded the mandatory continuing professional education requirements and are dedicated to the public sector by working almost exclusively on governmental entities. Because of our time spent working with governments, we are specialists when it comes to the particulars of governmental accounting and the increasing amount of other issues facing many local governments.

EFFICIENT TRANSITION

We have a great deal of experience with transitioning accounts between participating firms and can guarantee a smooth process with minimal disruption to Town staff and operations. We accomplish this with our engagement team’s extensive governmental experience, detailed planning and constant communication with you. We strive to bring additional value by identifying issues that you may not see and to help initiate ideas to enhance your organization. Our objective is to provide value beyond our financial and compliance audits.



SCOPE OF SERVICES

In preparing our proposed audit plan, we reviewed the Town's RFP, prior period available financial statements and the 2025 adopted budget. The following proposal reflects our understanding of your needs and illustrates the approach we will take in providing the professional services required for your Town.

Citrin Cooperman is committed to performing the auditing services within the prescribed time frame as outlined in the Town's request for proposal. We hereby attest to our authority to submit this proposal and to individually bind Citrin Cooperman to perform this audit in accordance with the resulting contract agreement should the firm be selected. This proposal is a firm and irrevocable offer for a period one-hundred and twenty (120) days from the date of the proposal.

The following individual is authorized to make representations for the firm:

William Benson
Citrin Cooperman
355 Alhambra Circle, Suite 900
Coral Gables, Florida 33134
305.444.0999
bbenson@citricooperman.com

Our goal is to provide valuable services and contribute to your success by delivering solutions that are just right for you, all at a very competitive rate. We hope that our client service philosophy, expertise, and reputation for quality will be major factors you consider when evaluating our firm. We would be honored to establish our relationship with your Town.

Very truly yours,



William Benson
Partner
bbenson@citricooperman.com
305.444.0999



Michael Quesada
Managing Director, Engagement Lead
mquesada@citricooperman.com
954.771.0896

"Citrin Cooperman" is the brand under which Citrin Cooperman & company, LLP, a licensed independent CPA firm, and Citrin Cooperman advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & company, LLP and Citrin Cooperman advisors LLC are independent member firms of the Moore north America, inc. (MNA) association, which is itself a regional member of Moore global network limited (MGNL). All the firms associated with MN are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.



EXPERIENCE: PROPOSER'S QUALIFICATIONS AND EXPERIENCE

Citrin Cooperman is one of the nation's largest professional services firms. Since 1979, the firm has steadily built their business by helping organizations find practical, actionable solutions to help them meet their short-term needs and long-term objectives. Citrin Cooperman clients span an array of industry and business sectors and leverage a complete menu of service offerings. Citrin Cooperman & Company, LLP, a licensed independent CPA firm that provides attest services and Citrin Cooperman Advisors LLC, which provides business advisory and non-attest services, operate as an alternative practice structure in accordance with the AICPA's Code of Professional Conduct and applicable law, regulations, and professional standards. The entities include more than 450 partners and 3,300 total professionals. The Town will have one partner, one managing director, one manager, one senior and one staff assigned to this engagement.



Our approach ensures our professionals' primary focus stays where it counts - on building long-term client relationships. Our specialized team provides integrated general business consulting, accounting, and tax services to our clients. Rooted in our core values, our mission is to provide a comprehensive approach to traditional services with proactive business insights and guidance for our clients to help address their business and personal goals. We are a full-service professional services firm, and therefore we are well-suited to act as a one-stop shop for all services you need as you continue to grow and evolve. There are a host of industry resources available at Citrin Cooperman. If one of these resources is outside of the core team, we will call upon the firm's specialists to assist.

INTEGRATED APPROACH

Our industry professionals work in concert with our service line professionals to address the complex needs of our clients. The world is changing more rapidly than ever with growing shifts in technology and other pivots in business as a result of the unprecedented challenges we are faced with today. Our advisors are ready to assist with your compliance needs and, more importantly, provide tailored, value-added solutions specific to your industry. The core engagement team will work with the Town bring in the appropriate resources and subject matter specialists to help the Town meet its short-term goals and long-term objectives.



LISTENING TO OUR CLIENTS

Communicating regularly with our clients is an integral part of the foundation of superior service. Our proactive service approach ensures that developing issues will be anticipated, identified, promptly evaluated, and resolved. Fundamental to our approach is regular client communication, accessibility to senior personnel, and the excellence of the people assigned to the engagement.

Citrin Cooperman is committed to listening and identifying clients' expectations and measuring how well we meet or exceed those expectations. The Town will enjoy an empowered, responsive engagement team unencumbered by inaccessible levels of bureaucracy. For you, that means faster issue resolution, same-day responses, and no last-minute surprises.



Your engagement team stays connected to ensure an integrated approach. Listening to our clients and developing solutions tailored to their business needs enables us to build strong relationships. We believe that relationships define our business. Our communication with your management team will be frequent, interactive, and direct. We are committed to providing a level of service to the Town that ensures that all your needs and expectations are being met. We will take the initiative in maintaining effective, open, and timely communication with management throughout the year.

AUDITS IN A REMOTE ENVIRONMENT

Several years ago, Citrin Cooperman began to invest in new technologies in an effort to streamline and automate audit and tax services. In addition, Citrin Cooperman has been a fully paperless provider for a number of years, to the extent possible. The investment in our technology infrastructure and systems were fully enacted, and in some areas, accelerated by the pandemic. As most entities shifted from a brick and mortar work force to a remote or work-from-home workforce, we were able to continue to provide the services and assistance needed for our clients and community in a seamless manner. Our teams understand the need to continue to meet deadlines and compliance requirements, especially in times such as these. In this new world order, communication has never been more imperative.

Our engagement teams are in constant communication, both internally and with your management team members, through the use of periodic check-in times, virtual audit rooms, and virtual face-to-face meetings. Our systems for transmitting data and files electronically are secure and allow for easy record keeping and submission. We utilize Suralink, a secure site for requesting audit support and maintains a solution for sending sensitive data and/or confidential information. You will receive an email from Suralink notifying you that you have been added as a file user, and you will have the ability to upload files into detailed listed requests.

During the audit fieldwork, we employ audio, video, and/or screen sharing programs for communication with you and your team. We will send calendar invitations for various times during the week to catch-up on audit requests and questions, perform inquiries and walkthroughs of key processes related to administration of the Town, and view items available on-screen.



Our performance against Key Buying Factors (KBFs), average of 1-10 scores rated by customers who considered vendor¹

KBF	Importance ²	Core competitors (MM-focused firms)											Big 4	
		National									Global			
		Firm #1 Confidential	Firm #2 Confidential	Firm #3 Confidential	Firm #4 Confidential	Firm #5 Confidential	Firm #6 Confidential	Firm #7 Confidential	Firm #8 Confidential	Firm #9 Confidential				
Has deep industry expertise	29%	7.6	7	7.2	7.4	7.2	7	7.3	7.2	7	7.1	7.7	7	8.2
Has deep expertise on new rules/regulations	26%	7.8	7.1	7.3	7.8	7.4	7.3	7.4	7.6	7.3	7.2	7.9	7.4	8.2
Has the best quality of people	23%	7.7	6.9	7.2	7.6	7.1	6.8	7.2	6.8	6.9	6.8	7.6	6.9	7.7
I have a good relationship with them	23%	8	6.3	6.5	7.3	7	6.8	6.5	7.3	6.9	7.1	7.6	6.6	7.4
Serves as a strategic thought partner	22%	7.6	6.9	6.4	7.1	6.8	7.1	6.9	6.8	6.8	6.9	7.5	6.8	7.7
Has deep advisory capabilities	20%	7.6	6.4	7.1	7.1	7	6.6	7.2	6.8	7.3	6.9	7.6	7.1	8.1
Provides great customer service	18%	8	6.8	7.3	7.6	7	7.4	7.4	7	7.5	7.1	7.5	6.8	7.4
Has transparent, upfront pricing	18%	7.8	6.8	6.8	7.9	7.4	6.8	6.8	7.4	6.6	7.4	7.7	6.8	7.0
Has an excellent brand reputation	16%	7.6	6.8	6.8	7.4	6.8	6.5	7.1	7	7	7.3	7.8	7.1	8.3
Has the lowest pricing	16%	7.2	6.6	6	6.8	6.6	6	6.3	6.7	6.3	6.5	6.7	6.2	5.2
N=		65	30	52	33	42	29	36	45	31	36	51	48	200*

Key takeaways

Customers consistently highlighted Citrin Cooperman's **strong industry expertise, high-caliber staff, and full-team engagement with clients** as key differentiators

Customers also described Citrin Cooperman as a **"trusted advisor" that consistently seeks out interesting solutions** that make sense for their businesses



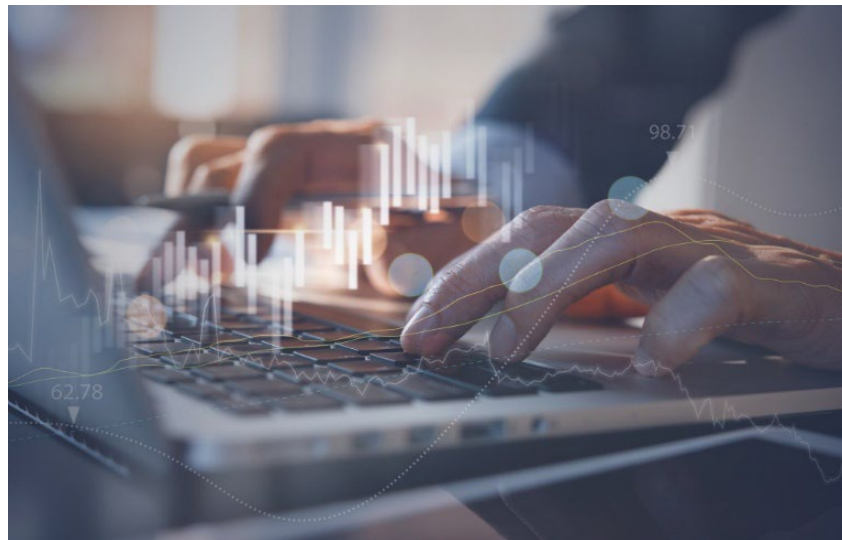
1. For the following firms, please rate their performance on each dimension from 1 to 10 (1=very poor, 10=exceptional). Ratings reflect feedback from all respondents, not just recent customers
 2. % of respondents who rated the KBF in top 3
 Source: 2024 TAA services B2B customer survey (N=221)

WHY CITRIN COOPERMAN?

We have prepared our proposal in a thoughtful manner, with consideration for the Town's current operational structure, culture, business goals, and initiatives. As the Town looks forward, with its growth potential and unique goals in mind, we see this opportunity to collaborate with you as a chance to offer a fresh perspective. We will never lose sight of your goals.

We understand you are seeking an established firm that 1) understands what is important to its operations, 2) has a partner-led engagement team with a consultative mindset, and 3) who understands your environment and has the sound solutions to help you with your business needs, including, but not limited to audit.

We will focus on providing you with shorter decision-making chains, more senior personnel involvement, a fee that is in line with the organization's operations and an empowered client service team. With over 3,300 employees and multiple offices around the country, Citrin Cooperman has the resources and service lines to support your current and future business operations.



A COLLABORATIVE APPROACH

Citrin Cooperman has a very cohesive government practice in which the industry leaders meet regularly, discuss client issues and projects, and develop a teamwork-oriented approach to brainstorming ideas and solutions.

We will:

- Work with the Town to evaluate operational strategies and business objectives
- Set up meetings as needed to discuss ongoing business issues, update you on what is trending which may affect your town, and provide you with thoughts and guidance in a proactive manner



BRINGING VALUE AND INSIGHTS BEYOND THE FINANCIAL

- A consultative approach and the talent and resources of a dedicated team of highly skilled individuals dedicated to the government sector, who are always on the lookout for potential creative solutions to challenges clients face
- Business advisors who are constantly looking for ways to help you be more efficient and successful
- Access to ongoing partner-level attention with a partner to staff ratio of 1:4, ensuring our partners will be directly involved with the work readily available to act as a sounding board
- Insights gained through our active participation in industry associations connected to government organizations

OUR CLIENT SERVICE APPROACH

Based on our understanding of the Town, here are some of the ways our service approach will allow us to effectively serve you:



Important client of the firm:

We have assembled a strong team consisting of members of firm leadership and will always have a sense of urgency to meet your needs



People:

Your engagement team is technically skilled and readily accessible, with extensive governmental industry experience



Onboarding:

Seamless onboarding that will mitigate the risk of selecting a new firm; we are prepared to begin working upon your request



Results and value:

An appropriate fee based on the Town's size and operations.



REPRESENTATIVE CLIENT LIST

The firm is laser focused on quality and service delivery. While it is of the utmost importance that we at Citrin Cooperman maintain our independence in working with our clients, we work as a team with our clients to get the right answers. This is evident in our ability to maintain long-standing client relationships and establishing a mutual respect for each party's technical skills.

We are proud to provide audit, compliance, and advisory services to a variety of municipalities within our practice. Detailed below is a representative list of entities the firm currently serves. All submitted ACFR's received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Municipality	Total Hours	Funds	Total Revenue
City of Aventura	600	18	\$94,393,000
City of Coconut Creek	620	17	\$132,432,923
City of Cooper City	620	10	\$62,884,000
City of Dania Beach	700	27	\$102,940,206
City of Key West	900	18	\$142,162,437
City of Lighthouse Point	450	11	\$26,623,133
City of Marathon	600	10	\$45,719,513
City of Margate	600	14	\$138,272,000
City of North Lauderdale	500	10	\$74,235,370
City of Plantation	900	16	\$222,359,000
City of Pompano Beach	800	31	\$377,862,000
City of Wilton Manors	400	19	\$44,443,590
Town of Davie	800	22	\$217,621,000
Town of Golden Beach	500	6	\$17,542,912
Town of Southwest Ranches	450	6	\$21,380,608
Village of Indiantown	500	5	\$12,428,683
North Springs Improvement District	300	22	\$51,439,073
Hillsboro Inlet District	250	1	\$2,250,036
Key Largo Fire Rescue and EMS District	250	1	\$4,635,845

QUALITY CONTROL PROGRAMS

Our firm participates in the American Institute of Certified Public Accountants Peer Review Program and we have received unmodified opinions with no letter of comments on all of our previous peer reviews. We have provided the most recent quality control review documentation as **Appendix A**. This quality control review included a specific review of governmental audit workpapers, financial statements and reports.



The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations specifically related to government auditing services.

Because our firm performs a substantial number of "Yellow Book" type engagements, we routinely receive desk reviews from various State of Florida departments (DCF, FDOT or DOEA). We have had no field reviews during the last three years, and we are not aware of any disciplinary action ever taken or now pending against our firm or any of our professional accounting staff. In the normal course of Citrin Cooperman's business as a national accounting firm, Citrin Cooperman may be made a party to litigation alleging various common law and statutory violations. While Citrin Cooperman expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Citrin Cooperman does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

PROOF OF FINANCIAL STABILITY

We have provided proof of our financial stability in **Appendix B** of this proposal.

INDEPENDENCE

Citrin Cooperman is independent of the Town of Bay Harbor Islands and its Pension Plan as defined by generally accepted auditing standards.



LICENSE TO PRACTICE IN FLORIDA

Citrin Cooperman is properly licensed in the State of Florida by the Department of Professional Regulation. Our license number is AD64727. Further, all members of the firm that are designated as Certified Public Accountants are properly licensed in the State of Florida. Our Miami office is located at 355 Alhambra Circle, Suite 900 in Coral Gables.



Ron DeSantis, Governor Melanie S. Griffin, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CITRIN COOPERMAN & COMPANY LLP
50 ROCKEFELLER PLAZA
NEW YORK NY 10020

LICENSE NUMBER: AD64727

EXPIRATION DATE: DECEMBER 31, 2025

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ISSUED: 12/30/2023

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Local Business Tax Receipt
Miami-Dade County Office of The Tax Collector
- THIS IS NOT A BILL - DO NOT PAY



7392251

RECEIPT NO.
RENEWAL
7688998

BUSINESS NAME/LOCATION
CITRIN COOPERMAN
ADVISORS LLC
355 ALHAMBRA CIR STE 900
CORAL GABLES, FL
33134-5028



SEC. TYPE OF BUSINESS
CONSULTANT

OWNER
CITRIN COOPERMAN ADVISORS LLC 212
C/O ALLISON BRACK MGR

1

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**
60.00 08/11/2025
FPPD21-25-006062



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business. The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276. For more information, visit mdctaxcollector.gov



ABILITY OF PERSONNEL: PARTNER, SUPERVISORY/STAFF QUALIFICATIONS AND EXPERIENCE

We have put together a team of professionals in a thoughtful manner, taking into consideration the information provided at this time. William (Bill) Benson will take the role of engagement partner and will be your main contact accordingly. Combined with our extensive familiarity working with municipalities like yours, our collaborative service team has been constructed to provide timely and practical support. Should we have the opportunity to further assess and discuss your short-term goals and long-term objectives, Bill will work with you to bring in additional resources as needed. **Core Leadership Team Biographies can be found beginning on page 11 of this proposal.**



We have charted out for you a visual representation of the core engagement team that will be supporting the Town and their respective roles on the engagement. Our professionals each bring extensive experience serving clients of your size/structure and have a strong understanding of the industry.



ADDITIONAL SUPPORT STAFF & SPECIALISTS, AS NECESSARY.

There are a host of additional industry resources available at Citrin Cooperman. If one of these resources is outside of the core team, we will call upon the firm’s specialists to assist. If you decide to engage our firm experts for services outside the scope of work, we will estimate the cost in advance and will provide you with an estimate for each project.





WILLIAM G. BENSON

**AUDIT
PARTNER**

Partner, Citrin Cooperman
Advisors LLC
Partner, Citrin Cooperman &
Company, LLP

bbenson@citrincooperman.com
305.444.0999

Bill is a partner based out of Citrin Cooperman’s South Florida offices. Bill is an experienced professional with over 40 years of experience in accounting.

Bill is a CPA, and helps businesses, governmental agencies, and not-for-profit organizations with management consulting, compilations, reviews, and audits. His specialties include preparing financial forecasts and projections, accounting system reviews to improve operating efficiencies and internal controls, debt refinancing and structured finance transactions, tax planning and consequences of alternative business strategies, and tax planning for income and estate tax purposes.

Prior to Citrin Cooperman, Bill was a partner at Keefe McCullough, which was acquired by Citrin Cooperman in 2024.

EDUCATION & LICENSES

Bachelor of Science in Business Administration and Accounting, Washington and Lee University

Certified Public Accountant in the State of Florida

Certified Public Accountant in the State of Tennessee

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

Member, Florida Government Finance Officers Association (FGFOA)

GOVERNMENT WORK

- Broward County League of Cities, Inc.
- City of Aventura, Florida
- City of Coconut Creek, Florida
- City of Hollywood (Internal audit)
- City of Key West, Florida
- City of Marathon, Florida
- City of Margate, Florida
- City of Miami, Florida
- City of Plantation, Florida
- City of South Miami, Florida
- City of Weston, Florida
- Islamorada, Village of Islands, Florida
- The Town Foundation, Inc.
- Town of Southwest Ranches, Florida
- Village of Pinecrest, Florida



CPE	Hours (3 Years)
Government	88
Other (accounting, auditing, technical and behavioral)	27
TOTAL	115


Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC0013791 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

BENSON, WILLIAM GLENN
 KEEFE, MCCULLOUGH & CO
 10843 NW 2ND STREET
 PLANTATION FL 33324



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MICHAEL QUESADA
MANAGING DIRECTOR
ENGAGEMENT LEAD

mquesada@citricooperman.com
 954.771.0896
 305.444.0999

Michael is a managing director of Citrin Cooperman’s Audit and Attest Practice and based in the Fort Lauderdale office. Michael is an experienced professional with over 19 years of accounting and auditing experience focused primarily in the public sector.

Michael is a CPA and has extensive experience overseeing the engagements of governmental entities, not-for-profit organizations, and other for-profit businesses with management consulting and compilations, reviews, and audits of their financial statements. He also brings valuable governmental finance and operational knowledge as he has served as a Deputy Finance Director for two municipalities in South Florida. He has supervised audit engagements of large and complex governmental entities. He specializes in internal control assessments, compliance audits, and preparing Comprehensive Annual Financial Reports (ACFRs) for governmental entities. Prior to Citrin Cooperman, Michael was a manager at Keefe McCullough, which was acquired by Citrin Cooperman in 2024.

EDUCATION & LICENSES

Bachelor's Degree in Accounting, Florida Atlantic University

Certified Public Accountant in the State of Florida

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Government Finance Officers Association (FGFOA)

GFOA Special Review Committee

GOVERNMENT WORK

- Broward County
- Miami-Dade Transit Authority
- Village of Pinecrest
- City of North Miami
- City of North Miami Beach
- City of Sunrise
- Town of Miami Lakes
- Broward Sherriff’s Office
- Town of Surfside
- City of Parkland
- Performing Arts Center Authority
- City of Miramar
- City of Hialeah
- Village of Key Biscayne
- City of South Miami
- City of Doral
- City of Lauderdale Lakes
- Florida City
- City of Weston
- City of Dania Beach

CPE	Hours (3 Years)
Government	36
Other (accounting, auditing, technical and behavioral)	49
TOTAL	85






Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC48079 **EXPIRATION DATE: DECEMBER 31, 2025**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

QUESADA, MICHAEL
8310 SW 44TH COURT
DAVIE FL 33328



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SAMUEL JOSEPHER
AUDIT MANAGER

sjosepher@citricooperman.com
305.444.0999

Based in Fort Lauderdale, Sam is a highly experienced auditor with over a decade of experience in conducting both internal and external audits for state, city, and county governments. In an external audit capacity, Sam specializes in the audits of the basic financial statements that are contained in Annual Comprehensive Financial Reports (ACFR) as well as performing single audits under Uniform Guidance. In internal audit capacity, Sam is highly skilled in performing risk assessments to streamline audit procedures to focus on high-risk areas and delivering valuable recommendations to enhance governmental processes.

As a Certified Public Accountant (CPA) and Certified Internal Auditor (CIA), Sam applies a deep understanding of financial reporting to emphasize the importance of accuracy, compliance, and transparency. Sam is committed to providing quality audit services that strengthen financial oversight and operational integrity within government entities.

EDUCATION & LICENSES

Bachelor's Degree in Accounting, University of Central Florida

Master's Degree in Accounting, Florida Atlantic University

Certified Public Accountant in the State of Florida

Certified Internal Auditor

AFFILIATIONS

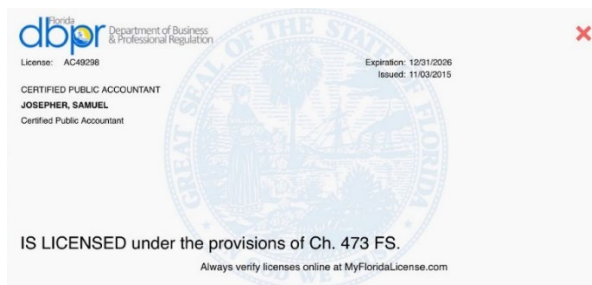
Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

GOVERNMENT WORK

- City of Dania Beach
- City of Weston
- City of Delray Beach
- Broward County
- City of Miami Beach

CPE	Hours (3 Years)
Government	24
Other (accounting, auditing, technical and behavioral)	80.5
TOTAL	104.5





SARDOU MERTILUS

**RELATIONSHIP
PARTNER**

Partner, Citrin Cooperman
Advisors LLC
Partner, Citrin Cooperman &
Company, LLP

smertilus@citrincooperman.com
305.444.0999

Sardou is a partner in Citrin Cooperman’s Audit and Attest Practice and is based out of the firm’s Fort Lauderdale, FL office. Sardou is an experienced professional with over 15 years in public accounting, applying accounting standards issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB) to ensure compliance and deliver exceptional results for his clients.

Sardou is a CPA that has extensive experience auditing large counties, cities, school districts, universities, and diverse not-for-profit organizations. Sardou serves as a valuable resource, guiding clients through complex transactions, evaluating internal controls, and providing strategic insights to enhance operational effectiveness and financial transparency. Beyond his technical expertise, Sardou takes pride in giving back to the local community through volunteering, fostering meaningful connections, and supporting initiatives that make a positive impact. Prior to Citrin Cooperman, Sardou worked at a national provider of assurance, tax, and consulting services as a senior manager.

EDUCATION & LICENSES

Bachelor of Accounting, Florida International University

Certified Public Accountant in the States of Florida and Georgia

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

GOVERNMENT WORK

- City of Marathon, Florida
- City of Miami, Florida
- City of Miami Beach, Florida
- City of Fort Lauderdale, Florida
- City of North Miami, Florida
- City of Coral Gables, Florida
- City of Tamarac, Florida
- City of Lighthouse Point, Florida
- City of Plantation, Florida
- City of Plantation, Florida
- City of Hialeah, Florida
- City of Coral Springs, Florida
- City of Hollywood, Florida

CPE	Hours (3 Years)
Government	57.5
Other (accounting, auditing, technical and behavioral)	47.5
TOTAL	105



Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC51675 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MERTILUS, SARDOU
6528 SW 26 ST
MIRAMAR FL 33023



ISSUED: 01/14/2025 Always verify licenses online at MyFloridaLicense.com
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PHILIP MARCIANO

**ENGAGEMENT QUALITY
REVIEWER**

Partner, Citrin Cooperman
Advisors LLC
Partner, Citrin Cooperman &
Company, LLP

pmarciano@citrincooperman.com
212.697.1000

Phil is a partner in the firm’s New York City office and is recognized as a national resource for government and not-for-profit accounting and federal single audits (Uniform Guidance). He has audited various types of governmental entities such as towns, counties, villages, schools, libraries, other special purpose entities and component units, and various types of not-for-profit organizations.

Prior to Citrin Cooperman, Phil was a shareholder at national financial and employee business services provider where he served as the Government Services Practice Leader for the firm’s Metro New York Not-For-Profit and Government Practice.

EDUCATION & LICENSES

Bachelor of Business Administration in Accounting, Dowling College

Certified Public Accountant in the State of New York

Certified Government Financial Manager (CGFM)

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Board Member, New York State Society of Certified Public Accountants (NYSSCPA)

- Not-for-Profit Organizations Committee
- Governmental Accounting and Auditing Committee





FELIX RAMIREZ

**INFORMATION
TECHNOLOGY**

Partner, Citrin Cooperman
Advisors LLC

framirez@citrincooperman.com
212.697.1000 x3532

Felix Ramirez is a partner in the firm's New York office and the IT Audit Services leader. He is an experienced professional with a wide range of experience in management consulting, risk advisory and audit services, focused primarily on financial services organizations. Felix has demonstrated leadership effectiveness in project management, human capital development, and client relations and is a strategic thinker with strong operations and process analysis capabilities.

Throughout his career, Felix has worked with Fortune 500 global organizations in the areas of integrated audit, IT risk management, IT internal audit, financial statements audit, IT governance, compliance, and third party reporting (SOC reporting). He assists major global clients in banking and capital markets, asset management and insurance, with risk assessments, compliance optimization, and assurance matters.

In previous roles at big 4 accounting firms, Felix served as SOC Reports Champion and strengthened their audit and assurance practices by incorporating IT-related audit and advisory services, effectively leveraging SOC reports as part of external financial audits, and developing professional development programs in conducting SOC examinations. He also provided IT risk and controls guidance to the firms' leadership, supervised internal audit and IT risk engagements at client organizations, and provided expert advice on assessing technology risks and controls for critical activities and business processes.

EDUCATION & LICENSES

Bachelor's Degree in Mathematics and Computer Programming, UNPHU - Santo Domingo, Dominican Republic

Master's Degree in Business Administration, PUCMM - Santo Domingo, Dominican Republic

Certified Information Systems Auditor (CISA)

Certified in Risk and Information Systems Control (CRISC)

Certified in the Governance of Enterprise IT (CGEIT)

AFFILIATIONS

Member, American Institute of Certified Public Accountants



ABILITY TO FURNISH THE REQUIRED SERVICES: SIMILAR ENGAGEMENTS

Below are some of our engagements, all of which require the full ACFR preparation, performed in the last five years:

City of Plantation, Florida	
NAME	Ms. Anna Otiniano, Director of Financial Services
TELEPHONE	954-797-2229
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	1994 through Present
TOTAL HOURS	900
ENGAGEMENT PARTNERS	William G. Benson
City of Pompano Beach, Florida	
NAME	Ms. Allison Feurtado, Finance Director
TELEPHONE	954-786-4600
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	2021 through Present
TOTAL HOURS	800
ENGAGEMENT PARTNERS	Stephen P. Emery
Town of Davie, Florida	
NAME	Mr. William W. Ackerman, Budget and Finance Director
TELEPHONE	954-797-1050
SCOPE OF WORK	Annual financial and compliance audits of the Town
DATE	2013 through Present
TOTAL HOURS	800
ENGAGEMENT PARTNERS	Stephen P. Emery
Town of Southwest Ranches, Florida	
NAME	Mr. Emil C. Lopez, Finance Director
TELEPHONE	954-434-0008
SCOPE OF WORK	Annual financial and compliance audits of the Town
DATE	2019 through Present
TOTAL HOURS	450
ENGAGEMENT PARTNERS	Stephen P. Emery



SPECIFIC AUDIT APPROACH

AUDIT APPROACH

Audit and assurance services are provided by Citrin Cooperman & Company, LLP.

PLANNING

- We obtain a comprehensive understanding of the Town's operations, control environment, accounts and information systems, and identify critical areas of risk. We plan the audit timetable together.

EVALUATION OF INTERNAL CONTROLS

- We evaluate the design of the Town's internal controls over financial reporting for each significant transaction cycle. Based on the results, we determine the extent of our testing of your internal controls to supplement our audit plan, which reduces substantive procedures.

RISK ASSESSMENT

- We use our understanding of your internal controls and operations to identify the inherent audit risks and strengths of the Town's business and information systems. Our evaluation will focus on the design and implementation of the Town's general IT controls, including those over access to programs and data, program changes, and computer operations. By assessing these controls, we aim to identify and evaluate the risks associated with the Town's IT systems and determine their effectiveness. This process will enhance our understanding of how information related to significant transactions, account balances, and disclosures flows through the entity's information system. Ultimately, this will ensure that the IT environment supports reliable financial reporting and compliance with relevant standards. Through this risk assessment, we can tailor our audit approach to concentrate on key areas, ensuring a focused and efficient audit process.

SUBSTANTIVE TESTING

- We use innovative audit software as part of substantive testing. This enables us to retrieve information from your data files, if needed, without affecting the integrity of the data; perform data analytics; and analyze a large portion of data sets.

CONCLUDING AND REPORTING

- Our audit will be planned and executed to meet your requested reporting deadlines. Drafts of all our reports, required communications, and management comment letters will be provided to management for input shortly after fieldwork is concluded.

We will tailor our audit process to the Town and bring in firm specialists, which can often result in efficiencies and process-improvement opportunities for your business. Our partners will deliver proactive ideas, and provide the personal, hands-on attention required to help our clients achieve their goals.

OUR SERVICE WILL INCLUDE:

- Comprehensive planning, tailored to the Town's needs and preferences, and project management
- Strong interaction with management and consistent communication throughout the process
- A highly experienced engagement team and responsive support from specialists, as necessary
- Significant partner and director involvement throughout the entire audit process
- Innovative technologies that streamline the process and reduce costs
- Insights and best practice sharing, ranging from emerging accounting and tax issues to industry trends
- Assistance and consulting on accounting transactions while maintaining our independence



UNIFORM GUIDANCE

An authoritative set of rules and requirements for federal awards that synthesizes and supersedes guidance from earlier OMB circulars.

It is applicable to new and incremental federal grant awards issued on or after December 26, 2014.

Our proposed team members have a thorough knowledge of the compliance requirements covered under Uniform Guidance. Our approach to conducting single audits is straightforward and unambiguous. We plan and coordinate the Uniform Guidance compliance procedures in conjunction with the general purpose financial statements. In that regard, we have developed an efficient approach that we use with our clients. The procedures we perform, relevant to your organization’s compliance with federal requirements, will be consistent with the guidance provided in the OMB Compliance Supplement.

Annually, we perform financial, compliance, and performance audits in accordance with generally accepted auditing standards and guidelines set forth by the American Institute of Certified Public Accountants (AICPA) and the Government Accountability Office (U.S. GAO). Those audits are usually designed to ensure that the subject of the audit complies with applicable cost principles and standards promulgated by the Government Accounting Standards Board and Financial Accounting Standards Board. Citrin Cooperman prides itself on the efficiency and effectiveness of its audit methodology for entities receiving government grants, awards, contracts, and other backing.



AICPA GOVERNMENTAL AUDIT QUALITY CENTER (GAQC)

We are members of the AICPA Governmental Audit Quality Center (GAQC) and believe our involvement with the GAQC demonstrates our commitment to audit quality in the critical area of governmental audits, including those performed under Uniform Guidance. Membership in the AICPA GAQC requires technical training for professionals who perform governmental audits, participation in a governmental peer review program, and establishment of programs and policies to ensure all governmental audit teams are current on professional standards and Uniform Guidance requirements. Membership in the GAQC is not a requirement for all firms performing government audits. Citrin Cooperman has elected membership in order to ensure the highest level of quality control in our audit practice and to ensure that we comply with all updates and developments related to governmental auditing.



AUDIT PLANNING

Our engagement team is composed of professionals who ensure a complete perspective on relevant risks and issues. The result is an efficient audit that helps you anticipate and prevent risks and related financial statement misstatements rather than only “find and fix” errors.

During the planning phase, we will further increase our familiarization with your organizational and reporting structure, your key business processes, and your audit risks to heighten the efficiency of the audit.

RISK ASSESSMENT

As part of the audit planning process, we will meet with key financial and executive personnel of the Town to review your strategic goals, objectives, business plan, and risk areas.

Our primary responsibility is to provide the Town with a high-quality, cost-effective audit. Our approach is based on a risk-assessment orientation. Before any detailed procedures are performed, we spend considerable time evaluating the overall environment in which each entity operates, as well as its internal control structure.

In making an overall risk assessment, we also consider factors such as the historical accuracy of internal financial reporting, industry trends, management turnover, the soundness of the Town’s financial condition, the emphasis placed by management on a positive control environment, and the overall design of the accounting system.

EVALUATION OF INTERNAL CONTROLS

To develop an appropriate audit plan (one that reduces the audit risk to an appropriate level), we must understand the entity and the environment in which it operates, including its internal controls. We use this understanding of internal controls to:

- Identify the types of misstatements that could occur
- Evaluate the internal control deficiencies that may increase the risk of material misstatement
- Design internal control testing strategies

During the process of evaluating internal controls and designing a detailed audit plan, we assess the control environment and related specific controls, including:

- Corporate governance
- Monitoring
- Financial reporting processes
- IT, including computer operations security application modification
- Significant financial statement accounts, transactions and processes

Based on this evaluation, we could potentially develop procedures to test controls within significant accounting cycles, which may allow us to reduce detailed substantive audit procedures in specific areas.

SUBSTANTIVE TESTING APPROACH

Based on the results of our risk assessment and other planning procedures, our audit procedures will focus on areas most critical to the Town’s activities and operations.

SAMPLING DURING TESTS OF COMPLIANCE

When testing compliance, Citrin Cooperman staff members review the affected agreement in detail to identify specific compliance attributes for purposes of drawing samples for evaluation. Once the attributes are identified and categorized based on subjective criteria, Citrin Cooperman utilizes adopted AICPA standardized procedures for developing sample sizes for testing.

AUDIT – EXTENT OF SAMPLING

Sampling is a technique used during the different stages of the audit to gather evidence and test balances as deemed necessary based on risk assessment and other factors affecting the audit. Citrin Cooperman utilizes standardized procedures and techniques for developing sample sizes adopted by the AICPA for all audit engagements. Citrin Cooperman attempts to follow the strongest source of audit evidence such as observation and balance confirmation prior to undertaking sampling. Furthermore, sampling is utilized when a select sample is considered representative of the remaining balance.



CONCLUDING AND REPORTING

Following the completion of the audit, we will issue the following reports as applicable:

- A report on the fair presentation of the Town’s financial statements in conformity with accounting principles generally accepted in the United States of America.
- A management comment letter describing recommendations on internal control over financial reporting, identifying control deficiencies, areas for improvement, and other business implication matters.
- Required communications to management and to those charged with governance.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

The proposal should identify and describe any anticipated potential audit problems, the firm’s approach to resolving these problems and any special assistance that will be requested from the Town of Bay Harbor Islands.

At this time, we are not aware of any potential audit problem areas. If selected, we will communicate any potential problem areas we become aware of during the audit. At that time, we would outline our approach to resolving such problem areas and the level of assistance necessary from the Town’s personnel.

AUDIT STAFF HOURS BREAKDOWN

	Partner	Manager	Senior	Staff	Total	
Planning	8	17	29	30	84	12%
Evaluation of Internal Controls	11	21	37	36	105	15%
Risk Assessment	13	25	44	44	126	18%
Substantive Testing	31	62	108	107	308	44%
Concluding and Reporting	8	15	27	27	77	11%
Total Hours	70	140	245	245	700	
Percentage of work	10%	20%	35%	35%	100%	



AUDIT TIMELINE

We are committed to providing the appropriate resources, experience and efficient processes for the audit of the Town. We understand the importance of the Town’s deadlines and are committed to issuing final reports as outlined in the timeline below.

PHASE	TIMING	DETAILS
Transition	December	<ul style="list-style-type: none"> • Citrin Cooperman client independence and acceptance procedures • Engagement letter signed
Planning	December-January	<ul style="list-style-type: none"> • Conduct internal client service team meeting • Meet with management to: <ul style="list-style-type: none"> - Confirm expectations and discuss business risks - Discuss scope of work and timetable - Identify current-year audit issues and discuss recently issued accounting pronouncements - Coordinate fieldwork timing • Develop an audit plan that addresses risk areas and meets management’s expectations
Developing an understanding of internal controls and audit procedures	December-January	<ul style="list-style-type: none"> • Document the existing controls environment • Evaluation of internal controls and IT processes • Review significant accounting policies and key contractual documents • Adjust audit plan and coordinate with the Town’s staff based on the results of the documented controls environment • Prepare request list of documents to be provided by the Town
Advanced/interim procedures	December-January	<ul style="list-style-type: none"> • Internal control documentation • Review of significant transactions
Audit fieldwork	January-February	<ul style="list-style-type: none"> • Fieldwork • Procedures: <ul style="list-style-type: none"> - Substantive testing - Analytical review - Account analysis - Detailed test work • Perform/update control evaluation, as necessary • Meet with management to discuss results, financial statements and other required communications
Deliverables	March	<ul style="list-style-type: none"> • Issue final audit report • Present audit results to management • Provide the Town with business and accounting recommendations













TECHNOLOGY

To better serve our clients, Citrin Cooperman has embraced technology to increase our efficiency and effectiveness. Our automated and paperless approach provides efficiencies in the process that are geared to minimize the impact of the audit on your accounting staff. We use a file exchange portal for the transfer of all electronic documents to maintain security of confidential information, as well as to facilitate accessibility of workpapers, accounting records and documents to all members of the team. All team members maintain remote access connectivity with our firm network throughout the engagement process to securely share information and address issues as they arise. These tools assist us in performing the various tasks of the audit process as efficiently and effectively as possible.

SOFTWARE

The following is a sample of the software currently used by the firm in the delivery of our services:

	<p>CaseWare/CaseView is our engagement document management software that serves as an electronic binder to keep our documents for each engagement well organized and secure.</p>		<p>Axxess is a tax compliance and preparation solution that has thousands of forms and automatically calculates formulas and schedules for federal, state, county, and Town tax returns.</p>
	<p>CCH Axxess Document electronically organizes and stores all types of client documents and business communications in one place to support a true paperless work environment.</p>		<p>Suralink is an automated document exchange and request list management solution built specifically for auditors. Now you can create, manage, track, and share documents with clients and other stakeholders in your firm easily and efficiently. Suralink ensures that your audit is always on track so you can spend your time on the interactions that matter.</p>
	<p>The XCM Solutions productivity enablement and workflow platform has become a key piece of the technology equation for tax, accounting, and finance organizations as they move toward a real-time, on-demand environment.</p>		<p>PPC Checkpoint Tools are a critical part of our workflow to utilize the comprehensive features available for specialized industry engagements, general accounting, auditing, and tax, and more.</p>
	<p>IDEA data analysis software is a data extraction tool that can effectively and efficiently analyze and evaluate information obtained from client records.</p>		<p>PPC's SMART Practice's functionality provides advanced audit and accounting products to help our accountants truly tailor and specialize their services to the different industries we serve.</p>
	<p>Validis' DataShare is a platform for automating many of the year-end processes by collecting all of the transactional detail from our clients' accounting platform and providing this data to us for instant analysis. By utilizing Validis, we are reducing the number of hours our clients spend in preparing for the audit or attestation services by eliminating many of the items on our year end request list.</p>		<p>MindBridge, the world's leading AI powered financial risk discovery platform with the aim of further enhancing digital audit.</p>



AUDIT FEE

We believe that fees should be commensurate with the time involved and the value of the services rendered. Our approach is designed to deliver value-added, cost-effective professional services. With all new clients, there are start-up costs related which we will absorb as part our commitment to the Town.

As we become more familiar with your operations and feel the need to recommend additional services, we will raise those issues with you. If you decide to engage our firm for these or other services, we will estimate the cost in advance and will provide you with an estimate for each project.

The proposed fees are based upon our desire to establish a relationship with you, a clear understanding of the resources required to meet your needs, and our commitment to technical excellence. Our proposed fees are as follows:

SERVICES	SUBTOTAL
Initial 3-Year Contract Annual Fees	\$252,900
Additional One Year Renewal Options	\$180,400

Please see our detailed price break down on the price proposal sheet included in our **Required Forms** section.

ASSUMPTIONS AND EXPENSES

The fee quoted assumes there will be no significant change in the nature, size, or structure of the existing operations of Town and the books and records are in reasonably good order. In light of the current accountancy environment, our fee also assumes there will be no significant change in the scope of auditing standards and accounting principles generally accepted in the United States of America.

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 6% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, and clerical assistance.

If additional services are required that are not part of the above scope of services, Citrin Cooperman will develop a fee quote using our standard hourly rates.

CLIENT ACCEPTANCE

Prior to accepting any clients, we are required by both the accounting profession and our own policies to perform certain pre-acceptance procedures. Although we do not anticipate any problems with the process, our acceptance of the Town as a client is dependent upon the successful completion of these procedures.



SUBCONTRACTORS

Our firm does not currently work with any subcontractors. Citrin Cooperman will be responsible for the entirety of the engagement if awarded.



REQUIRED FORMS

The required forms from the **Request for Proposal** can be found on the subsequent pages.

- A. Proposal Certification**
- B. Non-Collusion Statement**
- C. Non-Discrimination Certification Form**
- D. Anti-Kick Back Affidavit**
- E. E-Verify Affirmation Statement**
- F. Anti-Human Trafficking**
- G. Dispute Disclosure Form**
- H. Sample Insurance Certificate**
- I. W-9 for Proposing Firm**
- J. Active Status Page from Division of Corporations – Sunbiz.org**
- K. Copy of Local Business Tax License(s)**



BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

Town: State: Zip:

Telephone No.: FAX No.: Email:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	11/20/2025				

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)


Signature

Date

Title



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor. Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



NON-DISCRIMINATION CERTIFICATION FORM

Project Title: External Auditing Services
Solicitation No.: RFP-4-1027-FN-0-2025/FVR

In connection with the submission of this proposal, the undersigned certifies that:

1. The firm and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, marital status, genetic information, veteran status, or any other category protected by applicable federal, state, or local law.
2. The firm and its subcontractors shall comply with all applicable provisions of federal, state, and local equal employment opportunity and non-discrimination laws, executive orders, rules, and regulations.
3. The firm understands that non-compliance with this certification may be considered cause for contract termination or disqualification from future solicitations.

Authorized Representative Certification

By signing below, I certify that I am authorized to make the representations contained herein on behalf of the firm.

Company Name: Citrin Cooperman and Company, LLP
Authorized Representative Name: William Benson
Title: Partner
Signature: William Benson CPA
Date: 11-20-25



ANTI-KICKBACK AFFIDAVIT

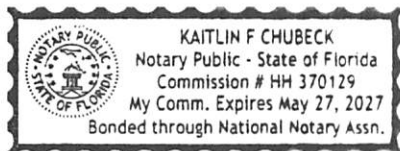
STATE OF FLORIDA)
)
COUNTY OF Broward)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: William Benson, CPA
Title: Partner

The foregoing instrument was acknowledged before me this 20 day of, November, 2025, 2023, by William Benson [name of person], as Partner [type of authority], for Citizen Congressman [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:



Kaitlin F. Chubeck
Notary Public – State of Florida
Kaitlin F. Chubeck
Print or Type Commissioned Name

Personally Known X OR Produced Identification _____ Type of Identification Produced _____



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E- Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:



**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Citrin Cooperman and Company, LLP, a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

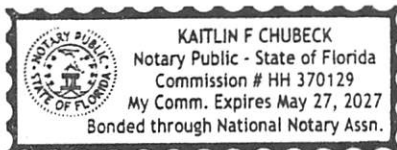
By: William Benson, CPA
Name: William Benson
Title: Partner

STATE OF FLORIDA

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 20 day of ~~February~~ ^{November}, 2025, by William Benson, as Partner of Citrin Cooperman a Florida limited liability company. He is personally known to me or has produced _____ (Type of Identification) as identification.

(Notary Seal)



Kaitlin F. Chubek
Signature of Notary Public

Kaitlin F. Chubek
Print, Type or Stamp Name of Notary

HH 370129
Serial Number, if any



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

Citrin Cooperman & Company, LLP

Firm

William Benson CPA
Authorized Signature

11-20-25

Date

William Benson, Partner

Print or Type Name and Title



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: November 20, 2025

Signed: William Benson, CPA

Entity: Citrin Cooperman and Company, LLP

Name: William Benson

Title: Partner

STATE OF Florida
COUNTY OF Broward

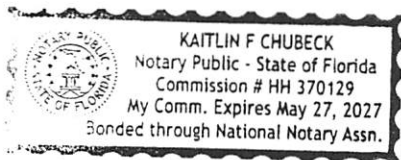
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20 day of November, 2025, by William Benson, as Partner for Citrin Cooperman, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Kaitlin F. Chubek

State of Florida at Large (Seal)

Print Name: Kaitlin F. Chubek

My commission expires: 5-27-27





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____	
E-MAIL ADDRESS: _____			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Citrin Cooperman & Company, LLP Citrin Cooperman Advisors LLC 50 Rockefeller New York, NY 10020	INSURER A: Great Northern Insurance Company		20303
	INSURER B: Federal Insurance Company		20281
	INSURER C: Continental Casualty Company		20443
	INSURER D: Pacific Employers Insurance Company		22748
	INSURER E: _____		
INSURER F: _____			

COVERAGES **CERTIFICATE NUMBER:** NYC-012094815-04 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			3607-89-71	02/01/2025	02/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7363-51-80	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DIED RETENTION \$			7819-36-91	02/01/2025	02/01/2026	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71837649 (FL)	02/01/2025	02/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D				71837648 (AOS)	02/01/2025	02/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber Risk			794107078 'SIR: \$250,000'	05/03/2025	05/03/2026	Limit	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Citrin Cooperman & Company, LLP Citrin Cooperman Advisors LLC 50 Rockefeller New York, NY 10020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>CITRIN COOPERMAN & COMPANY LLP</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>50 ROCKEFELLER PLAZA</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>NEW YORK, NY 10020</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	2	-	2	4	2	8	9	6	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Mayer M. K...</i>	Date <i>1/8/25</i>
------------------	---	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



[Previous on List](#) . [Next on List](#) . [Return to List](#) .

[No Filing History](#) . [No Authority Info](#) . [No Partner Info](#) . [No Name History](#)

Partnership Name Search

Submit

Partnership Detail

Limited Liability Partnership Name

CITRIN COOPERMAN & COMPANY,LLP

Principal Address

50 ROCKEFELLER PLAZA
NEW YORK, NY 10020
Change Date: NONE

Filing Information

Document Number	LLP230002133
FEI/EIN Number	NONE
File Date	07/28/2023
State	NY
Total Pages	2
Pages in Original Filing	2
Florida Partners	NONE
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

CORPORATE SERVICE BUREAU INC
1540 GLENWAY DRIVE
TALLAHASSEE, FL 32301

Document Images

[07/28/2023 -- LLP](#)

View image in PDF format

[Previous on List](#) . [Next on List](#) . [Return to List](#) .

[No Filing History](#) . [No Authority Info](#) . [No Partner Info](#) . [No Name History](#)

Partnership Name Search

Submit

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7392251

RECEIPT NO.

RENEWAL

7688998

BUSINESS NAME/LOCATION

CITRIN COOPERMAN

ADVISORS LLC

355 ALHAMBRA CIR STE 900

CORAL GABLES, FL

33134-5028



OWNER

CITRIN COOPERMAN ADVISORS LLC

C/O ALLISON BRACK MGR

SEC. TYPE OF BUSINESS

212

CONSULTANT

1



EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**

60.00 08/11/2025

FPPD21-25-006062



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov



Price Proposal Sheet

PROPOSER INFORMATION

Company Name Citrin Cooperman and Company, LLP

Contact Person: William Benson

Email: bbenson@citrincooperman.com

Phone: 954-771-0896

External Auditor Services			
Initial 3-Year Contract Annual Fee			
item	Description	Units of Measure	Unit Price
1	Year 1 Annual Flat Fee	LS	\$ 82,000
	Audit of the Town's ACFR	LS	\$ 57,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 12,000
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000
	Year 2 Annual Flat Fee	LS	\$ 84,300
2	Audit of the Town's ACFR	LS	\$ 58,900
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 12,400
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

3	Year 3 Annual Flat Fee	LS	\$ 86,600
	Audit of the Town's ACFR	LS	\$ 60,800
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 12,800
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

SUBTOTAL: Initial 3-Year Contract Annual Fees			\$ 252,900
--	--	--	------------

Additional One-Year Renewal Contract			
item	Description	Units of Measure	Unit Price

4	Year 4 Annual Flat Fee	LS	\$ 89,000
	Audit of the Town's ACFR	LS	\$ 62,800
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 13,200
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

5	Year 5 Annual Flat Fee	LS	\$ 91,400
	Audit of the Town's ACFR	LS	\$ 64,800
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 13,600
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

SUBTOTAL: Additional One Year Renewal Options			\$ 180,400
--	--	--	------------

Additional Services Fee Schedule	
Project Position or Classification	Hourly Rate to Be Charge
Partner	\$ 400
Manager	\$ 375-300
Senior	\$ 275
Staff	\$ 225
Secretary	\$ 150

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.

<u>William Penn CPA</u>	<u>Partner</u>	<u>11-20-25</u>
Signature (Authorized Signatory)	Title	Date



Appendices



APPENDIX A – PEER REVIEW REPORT

A review of its system of quality control (“Peer Review”) is required every three years for Citrin Cooperman. Citrin Cooperman has received an unmodified opinion (pass rating) every year in which we have undergone a Peer Review.



Report on the Firm's System of Quality Control

To the Partners of
Citrin Cooperman & Company, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Citrin Cooperman & Company, LLP (the “firm”), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Citrin Cooperman & Company, LLP, applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Citrin Cooperman & Company, LLP has received a peer review rating of *pass*.

Brown, Edwards & Company, S. L. P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
January 30, 2024



APPENDIX B – FINACIAL STABILITY

Please see our Letter of Financial Stability beginning on the subsequent page:





Citrin Cooperman & Company, LLP
Certified Public Accountants

6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T 954.771.0896 F 954.938.9353
citrincooperman.com

June 23, 2025

Fausto Vargas, Procurement Officer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Subject: Written Declaration of Financial Stability Pursuant to s.92.525, F.S.

To Whom It May Concern:

I, Lou Proietto, in my capacity as the Fort Lauderdale Office Managing Partner of Citrin Cooperman & Company, LLP, do hereby solemnly declare under penalty of perjury, pursuant to section 92.525, Florida Statutes, that Citrin Cooperman & Company, LLP is financially stable and meets the definition of financial stability as required for the Town of Bay Harbor Islands RFP- 4-1027-FN-2025/FVR.

Citrin Cooperman & Company, LLP has sufficient financial resources to fulfill its commitments and obligations, including but not limited to performing audit services under RFP-4-1027-FN-2025/FVR. The company has maintained adequate liquidity, net worth, and cash flow to support its ongoing operations and future financial responsibilities. Supporting financial records and statements are included within our proposal.

I declare under penalties of perjury that the foregoing is true and correct.

Executed this 23rd of June, 2025, in Fort Lauderdale, Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Lou Proietto", written over a horizontal line.

Lou Proietto
Fort Lauderdale Office Managing Partner
Citrin Cooperman & Company, LLP

“Providing Professional Services &
Industry Insights for over 45 Years.”





Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

**Proposal to Provide
Annual Audit
Services**

**TOWN OF
BAY HARBOR ISLANDS**

RFP- 4-1029-FN-2025/FVR

Proposal Due: December 1, 2025
3:00PM

Submitted to:

Town of Bay Harbor Islands
c/o Office of the Town Clerk
1030 95th Street
Bay Harbor Islands, FL 33154

Submitted by:

Ben Steets, Partner
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, Florida 33431
Tel (561) 994-9299
Fax (561) 994-5823
bsteets@graucpa.com
www.graucpa.com

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Executive Summary



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

December 1, 2025

Town of Bay Harbor Islands
c/o Office of the Town Clerk
1030 95th Street
Bay Harbor Islands, FL 33154

Re: Request for Proposal for Professional Auditing Services for the fiscal years ended September 30, 2025-2027, with the option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Town of Bay Harbor Islands' (the "Town") Request for Proposal (RFP), and we look forward to continuing working with you on your audit. We are an energetic and robust team of knowledgeable professionals who are a recognized leader of providing services to governmental entities. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm and will meet the requirements. With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs audits under Government Auditing Standards year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy your unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. Further, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Value-added Services

We believe in providing our clients with more than great audit services, as such, we also assist in implementing new standards and regulations. As soon as exposure drafts, standards, and regulations are issued, a discussion is held with our clients to determine what if any, impact the changes will have on the organization. Discussions will include; impact, how to address, and the best way to implement.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Leveraging the Audit

While our primary role for the organization is to complete a financial statement or single audit, during and after the audit we use the knowledge gained during the audit to provide ongoing recommendations for improvements in operations and processes.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state, and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 120 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Grau & Associates is a professionally licensed local corporation in Florida and is certified by the State of Florida as a Minority Business Enterprise (MBE) and Palm Beach County as a Small/Minority Business Enterprise. Your audit will be performed out of our headquarters located at 1001 W. Yamato Road, Suite 301, Boca Raton, Florida 33431. Our website is www.graucpa.com. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Ben Steets, CPA (bsteets@graucpa.com) at 561.994.9299. We thank you for considering our firm’s qualifications and experience.

Very truly yours,
Grau & Associates



Ben Steets
Audit Partner

Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Firm Qualifications and Experience

Grau & Associates is a professionally licensed local corporation in Florida and is certified by the State of Florida as a Minority Business Enterprise (MBE) and Palm Beach County as a Small/Minority Business Enterprise. We are a Certified Public Accounting firm providing comprehensive financial and compliance auditing, attestation and accounting, and other management consulting services since 2005.

Your audit will be performed out of our headquarters located at 1001 W. Yamato Road, Suite 301, Boca Raton, Florida 33431. We have a total of 16 employees, including 3 Partners, 11 professionals and 2 administrative professionals. The numbers of audit staff by employee classification are as follows:

Employee Classification	Government Auditors	No. of C.P.A.s
Partners	3	3
Managers	1	1
Supervisor / Seniors	4	4
Staff Accountants	6	1
Total	14	9

Governmental Audit Experience

Grau & Associates is a leader in the field of governmental audits. 95% of our clients are local governments. We have provided governmental auditing services in Florida for over 30 years to various municipalities, special districts, and pension plans. Because of the wide array of governmental audits we perform, our staff works under government auditing standards year-round and are exposed to the vast breadth and depth of different types of governments.

We also perform Single Audits for our government and non-profit clients. The compliance audits done are both Federal and State. Our staff has had extensive training with the Uniform Guidance and Florida Statutes.

Experience in Preparing Governmental Financial Statements

We currently assist all except one of our clients in preparing their financial statements. We currently audit over 300 governments. Some clients prepare a comprehensive annual financial report and others just basic financial statements. In drafting the financial statements, we ensure that all applicable GASBs have been implemented, that the report is in accordance with GAAP and that the GFOA checklist items are all included in the report. Once prepared the financial statements are presented to the government for review and approval prior to finalizing.

Grau & Associates has the capability and experience to assist the Town in drafting the financial statements. In addition, we will support the Town in ensuring throughout the engagement that the Town remains current with any new accounting and reporting standards issues by the GASB.

Federal and State Single Audit

If applicable, we will identify the major programs to be audited pursuant to the Uniform Guidance and the Florida Single Audit Act. As required, the determination will be based on the dollar amount of federal and state expenditures and the associated program risk. Further, as appropriate, our audit will be planned to provide for a low level of assessed control risk.

We ask our clients for their assistance obtaining the necessary supporting documentation, answering questions on analytical procedures, providing the necessary support for compliance regarding the Single Audit testing and work with us to resolve any issues and potential journal entries that have been identified. As with our other clients, we will create a schedule with you so that staff has time to plan accordingly in order to avoid adding to their workload.

Certificate of Achievement for Excellence in Financial Reporting

We are proud to have assisted our clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program (COA) to qualify for and maintain that award. Grau & Associates has the capability and experience to assist the Town in receiving the GFOA COA.

Independence

Grau & Associates affirms we meet the independence requirements of the Standards for Audit of Governmental Organization Programs, Activities and Functions published by the U.S. General Accounting Office, Governmental Auditing Standards (GAS) issued by the Comptroller General of the United States and the Laws and Rules of Florida Board of Accountancy or any subsequent amendments or superseding revisions. As defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Office's Government Auditing Standards, Grau & Associates, its partners and employees are independent of the Town.

Disciplinary Action

During the last three (3) years, Grau & Associates, its partners or employees have not been involved in any disciplinary action from any state or federal regulatory body or professional organizations.

Financial Information

Grau & Associates is a privately held company. We are financially stable, have never claimed bankruptcy and hold a credit line of \$350,000.

Should you require any additional information, please free to contact our representative at PNC Bank, Edwin Vasquez VP Business Banking Relationship Manager - (954) 655-5531 - 9033 Glades Rd, Boca Raton, FL 33434.

There is no current or pending litigation. Additionally, during the last three (3) years, Grau & Associates has not been involved in any litigation or proceeding by a court or administrative agency has ruled against the firm in any manner related to its professional activities.

Most Recent External Peer Review

Grau participates in an external quality review program requiring an on-site independent examination of our auditing practice. Grau has consistently received a pass rating on the quality of our audit practice. Our peer review included **mostly government engagements**. A copy of the report on the firm's most recent quality review can be found below.



November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

October 3, 2025

To the Partners of Grau & Associates
And the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Grau & Associates (the firm), in effect for the year ended June 30, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Grau & Associates in effect for the year ended June 30, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Grau & Associates has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

In addition to scheduled Peer Reviews, our firm continually monitors performance to ensure the highest quality of services. An Audit Partner is responsible for monitoring quality control of all appropriate engagements.

The following is a partial list of clients served and related experience

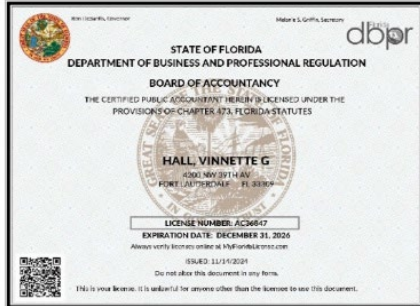
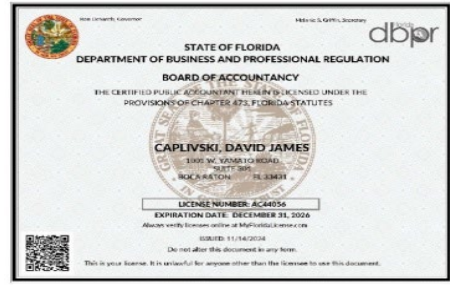
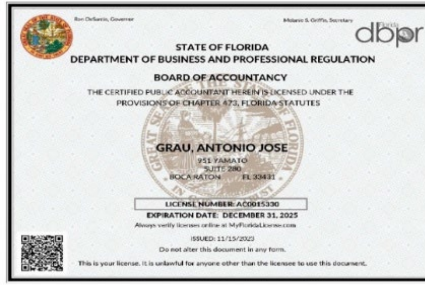
MUNICIPALITIES OR RELATED COMPONENT UNITS	Attestation Services	Consulting Services	Governmental Audit	Single Audit	Utility Audit	CAFR	Current Client	Year End
City of Cooper City			✓	✓	✓	✓		9/30
City of Lauderhill			✓	✓	✓	✓		9/30
City of Miami (Program Specific Audits)			✓				✓	9/30
City of North Lauderdale			✓	✓	✓	✓		9/30
City of North Palm Beach (Internal Audit)	✓							9/30
City of Pompano Beach (Joint Venture, 40%)			✓	✓		✓		9/30
City of West Park			✓	✓		✓		9/30
City of Weston			✓	✓	✓	✓		9/30
Town of Briny Breezes			✓				✓	9/30
Town of Cloud Lake			✓				✓	9/30
Town of Davie			✓	✓	✓	✓		9/30
Town of Glen Ridge			✓				✓	9/30
Town of Haverhill			✓				✓	9/30
Town of Highland Beach			✓	✓	✓	✓		9/30
Town of Hillsboro Beach			✓	✓	✓		✓	9/30
Town of Hypoluxo		✓	✓				✓	9/30
Town of Lake Clarke Shores			✓			✓	✓	9/30
Town of Lantana			✓	✓	✓	✓	✓	9/30
Town of Lauderdale by the Sea		✓	✓		✓	✓	✓	9/30
Town of Mangonia Park			✓		✓			9/30
Town of Pembroke Park			✓		✓			9/30
Town of South Palm Beach			✓		✓	✓	✓	9/30
Village of Golf			✓		✓	✓		9/30
Village of Sea Ranch Lakes			✓				✓	9/30
Village of Wellington			✓		✓	✓		9/30
TOTAL	1	2	24	10	14	14	12	

Current Workload and Capacity

We are committed to the Town’s timeline for completing the audit and we will plan and perform the audit to meet your deadlines. The team assigned to the engagement has sufficient space in their schedules to successfully complete the audit annually. Our firm policy and practice is to look at our current workload to ensure we have sufficient capacity prior to bidding on jobs.

License to Practice in Florida

Grau & Associates is a professionally licensed corporation in Florida and is certified by the State of Florida as a Minority Business Enterprise (MBE) and Palm Beach County as a Small/Minority Business Enterprise.



**State of Florida
Department of State**

I certify from the records of this office that ANTONIO J. GRAU, CPA P.A. is a corporation organized under the laws of the State of Florida, filed on December 20, 2004, effective January 3, 2005.

The document number of this corporation is P04000170177.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2025





Secretary of State

Tracking Number: 9618220406CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>

Ability of Personnel



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Partner, Supervisory and Staff Qualifications and Experience

You will have a partner available for any technical assistance. In addition, an audit manager and a senior will be assigned to the engagement that will perform the majority of fieldwork. Additional staff are available to assist with the engagement should the need arise. All individuals listed below are licensed in the State of Florida and have properly maintained CPE in governmental accounting as required by the GAO and Board of Accountancy.

Profile Briefs:

Antonio J Grau, CPA (Partner)

Years Performing Government Audits: 35+

Tony has audited Florida municipalities, special districts, pension plans, housing authorities, and school districts/boards throughout his career at Grau. Tony serves on the financial advisory committee for the City of Boca Raton. Tony has been certified by the AICPA in Advanced Single Audit and he previously served as a GFOA CAFR Reviewer.

David Caplivski, CPA (Partner/In Charge)

Years Performing Government Audits: 15+

David has audited municipalities, special districts, and pension plans throughout his career at Grau. He is certified by the AICPA as a Certified Information Technology Professional (CITP).

Vinnette Hall, CPA (Manager)

Years Performing Government Audits: 21+

Vinnette has audited non-profits, municipalities, special districts, and pension plans throughout her career at Grau. She is a GFOA CAFR reviewer and assists the firm in ensuring that our clients' financial statements are compliant with the GFOA certificate program requirements.

Stella Matevosyan, CPA (Senior)

Years Performing Government Audits: 12+

Stella has audited municipalities, special districts, and pension plans throughout her career at Grau.

John Mulvey, CPACC (ADA Compliance Consultant)

John Mulvey from Digital Echo is our ADA compliance consultant.

John is the founder of Digital Echo a company focused solely on accessibility that leverages technology to achieve compliance for clients. He previously provided ongoing strategic consulting and analytics/KPI reviews to digital marketing teams to maximize results and sell additional services to drive sales/revenue optimization. He has worked with enterprise level organizations such as CAT dealers, Blue Rhino, Alzheimer's Association, Cancer Research Institute, and Palmetto Health to name a few.

Staff Continuity

We would like to emphasize our commitment to maintaining professional staff continuity in servicing this engagement. Many of our clients rely on having the same resources available to them because it reflects a commitment to their organization and a deeper understanding of what their organization is trying to achieve. Our staff builds a relationship based upon integrity, trust, and mutual respect.

In assigning staff to engagements, we place high importance on maintaining continuity of staff from one year to the next. This is important from both a client service as well as an engagement efficiency perspective. As our staff gains familiarity with a client, they are able to complete the engagement more efficiently and are able to identify recommendations for improvement within our client's operations.

Personnel will be available to the extent proposed for the duration of the project and no person designated as to the project shall be removed or replaced without the prior written concurrence of the Town of Bay Harbor Islands.

ADA Compliant CAFR

Grau & Associates is fully capable of preparing a Comprehensive Annual Financial Report (CAFR) that complies with all provisions of the Americans with Disabilities Act (ADA).



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939 - 6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a prior member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Certified Public Accountant (1985)
AICPA Accreditation Advanced Single Audit (2016)

Clients Served (partial list)

- (>300) Various Special Districts
- Brevard Workforce Board
- Broward Education Foundation
- City of Cooper City
- City of Lauderdale Lakes
- City of Lauderhill
- City of Lauderhill General Pension
- City of North Lauderdale
- City of Oakland Park
- City of Weston
- Delray Beach Housing Authority
- East Central Regional Wastewater Treatment Facil.
- Florida Community College at Jacksonville
- Florida Department of Management Services
- Greater Boca Raton Park & Beach District
- Highland County School District
- Hispanic Human Resource Council
- Key Largo Water Treatment District
- Mae Volen Senior Center, Inc.
- North Lauderdale Academy High School
- Orlando Housing Authority
- Palm Beach County Workforce Development Board
- Peninsula Housing Programs
- School Board of Broward County
- School Board of Miami-Dade County
- School Board of Palm Beach County
- South Florida Water Management District
- Southwest Florida Workforce Development Board
- Town of Davie
- Town of Highland Beach
- Town of Hypoluxo
- Village of Golf
- Village of Wellington
- West Palm Beach Housing Authority

Professional Education (over the last two years)

Course

Government Accounting and Auditing
Accounting, Auditing and Other
Total Hours

Hours

24
58
82 (includes 4 hours of Ethics CPE)

Professional Associations/Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
City of Boca Raton Financial Advisory Board Member
Florida Government Finance Officers Association
Government Finance Officers Association Member



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	32
Accounting, Auditing and Other	60
Total Hours	92 (includes 4 hours of Ethics CPE)

Professional Associations/Memberships

American Institute of Certified Public Accountants
 Florida Institute of Certified Public Accountants
 Florida Government Finance Officers Association
 Florida Association of Special Districts



Vinnette Hall, CPA, Manager

Contact : vhall@graucpa.com / (561) 939-6675

Experience

Grau & Associates	Manager	2017-Present
Grau & Associates	Consultant	2010-2017
Grau & Associates	Senior Auditor	2004-2009
North Broward		
Hospital District	Chief Internal Auditor	2014-2016
Spear, Safer,		
Harmon & Co. PL	Staff Accountant	2004

Education

Florida Atlantic University (2003)	
Major: Accounting	
Bachelor of Science	
Carnegie Mellon University (1995)	
Major: Operations/Production Management & Strategy	
Master of Science	
Harvard University (1992)	
Major: Economics	
Bachelor of Arts	

Clients Served (partial list)

(>300) Various Special Districts	South Indian River Water Control District
Aid to Victims of Domestic Abuse, Inc.	Southwest Florida Workforce Board
CareerSource Brevard	Town of Davie
CareerSource Broward	Town of Haverhill
CareerSource Palm Beach County	Town of Highland Beach
Central Broward Water Control District	Town of Hillsboro Beach
City of Weston	Town of Hypoluxo
Collier Mosquito Control District	Town of Lantana
Indian Trail Improvement District	Town of Lauderdale By The Sea
Ranger Drainage District	Town of Pembroke Park
South Central Reg. Wastewater Treatment & Disp. Bd.	Village of Wellington

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	61
Total Hours	<u>85</u> (includes 4 hours of Ethics CPE)

Professional Associations/Memberships

American Institute of Certified Public Accountants
 Florida Institute of Certified Public Accountants
 Florida Government Finance Officers Association
 Florida Association of Special Districts

Stella Matevosyan, CPA

Senior Auditor

Contact : smatevosyan@graucpa.com / (561) 939-6682

Experience

Grau & Associates	Senior Auditor	2017-Present
Grau & Associates	Staff Auditor	2013-2016
Bank of America	Mortgage Underwriter	2005-2012

Education

Florida Atlantic University (2014)
Masters in Forensic Accounting

Florida Gulf Coast University (2008)
Bachelor of Business Administration

Clients Served (partial list)

(>100) Various Community Development Districts	Indian River Mosquito Control District
Aid to Victims of Domestic Abuse	Key Largo Wastewater Treatment Plant
Ave Maria Stewardship Community District	Old Plantation Water Control District
Boca Raton Airport Authority	South Central Regional Wastewater Treatment & Disposal Board
CareerSource Broward	Spring Lake Improvement District
CareerSource Palm Beach County	Town of Cloud Lake
CareerSource Southwest Florida	Town of Highland Beach
Central Broward Water Control District	Town of Hillsboro Beach
City of Weston	Town of Hypoluxo
Collier Mosquito Control District	Town of Lantana
Grand Bay at Doral CDD	Village of Wellington
Greater Boca Raton Beach & Park District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	20
Accounting, Auditing and Other	60
Total Hours	<u>80</u> (includes 4 hours of Ethics CPE)

Professional Associations/ Memberships

American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
Florida Association of Special Districts
Government Finance Officers Association



John D. Mulvey, CPACC

Contact: john@digitalecho.io | (843) 224-7009

Experience

Founder, Digital Echo, LLC. / Jan 2019 – Present / www.digitalecho.io

IAAP Certified Professional in Accessibility Core Competencies (CPACC). He has over 20 years of experience leveraging technology to solve problems and brings this experience to Digital Echo. In a client first consultative fashion, John focuses on web accessibility and has researched and vetted the various solutions on the market, partnering with the best companies in the space like Audioeye, Make-Sense, Monsido, and Siteimprove to name a few. Using these tools, John works strategically with clients to develop meaningful solutions; auditing and remediating their web properties to not only achieve compliance but most importantly improve accessibility for all. John specializes in making seemingly complex concepts easy to understand and his independent approach puts clients first ensuring their needs are met and goals are achieved.

Other Previous Experience

BlueKey, Inc.	Director of Business Development	2011-2019
LivingSocial	Account Executive	2010-2011
Thomas Wright Asset Management	Registered Investment Advisor and Certified Financial Planner	2005-2010
The McKenna Agency	Registered Investment Advisor and Certified Financial Planner	2001-2005
Blackbaud, Inc.	Sales Executive	1999-2000
CFI ProServices, Inc.	Account Executive	1995-1998

Education

Clemson University B.S (1993)
Major: Financial Management
Minor: Accounting

Certificates

International Association of Accessibility Professionals
CPACC – Certified Professional in Accessibility Core Competencies

Professional References

Robin McCracken
Levy County Sheriff's Office
rmccracken@levyso.com / (352) 486-5111

Aaron Brewer
Material Capital Partners
aaron@materialcapitalpartners.com / (843) 670-4577

Sean Adorno
Digico Agency
sean@digicoagency.com / (843) 469-0471

Ability to Furnish the Required Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Similar Engagements

Town of Lantana	
Scope of Work	Financial Audit, ACFR
Dates	Annually since 2011
Engagement Partner	David Caplivski
Client Contact	Stephen Kaplan / Finance Director 500 Greynolds Circle, Lantana, Florida 33462 (954) 540-5035 / skaplan@lantana.org
Town of Lauderdale by the Sea	
Scope of Work	Financial Audit, ACFR
Dates	Annually since 2010
Engagement Partner	David Caplivski
Client Contact	Lucila Lang / Finance Director 4501 Ocean Drive, Lauderdale By The Sea, Florida 33308 (954) 640-4206 / lucilal@lbts-fl.gov
Town of Hillsboro Beach	
Scope of Work	Financial Audit, Single Audit
Dates	Annually since 2007
Engagement Partner	David Caplivski
Client Contact	Stephen Bloom / Finance Director 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (954) 753-5841 / Stephen.Bloom@inframark.com
City of Miami Children's Trust Fund	
Scope of Work	Financial Audit
Dates	Annually since 2011
Engagement Partner	David Caplivski
Client Contact	Lillian P. Blondet / Director, Office of Grants Administration 3150 SW 3rd Ave, Miami, Florida 33129 (305) 416-1536 / LBlondet@miamigov.com
City of Sunrise General Employees Retirement Plan	
Scope of Work	Financial Audit
Dates	Annually since 2016
Engagement Partner	David Caplivski
Client Contact	Anthony Bulzone / Sr. Treasury Analyst 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (954) 746-3419 / abulzone@sunrisefl.gov

Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

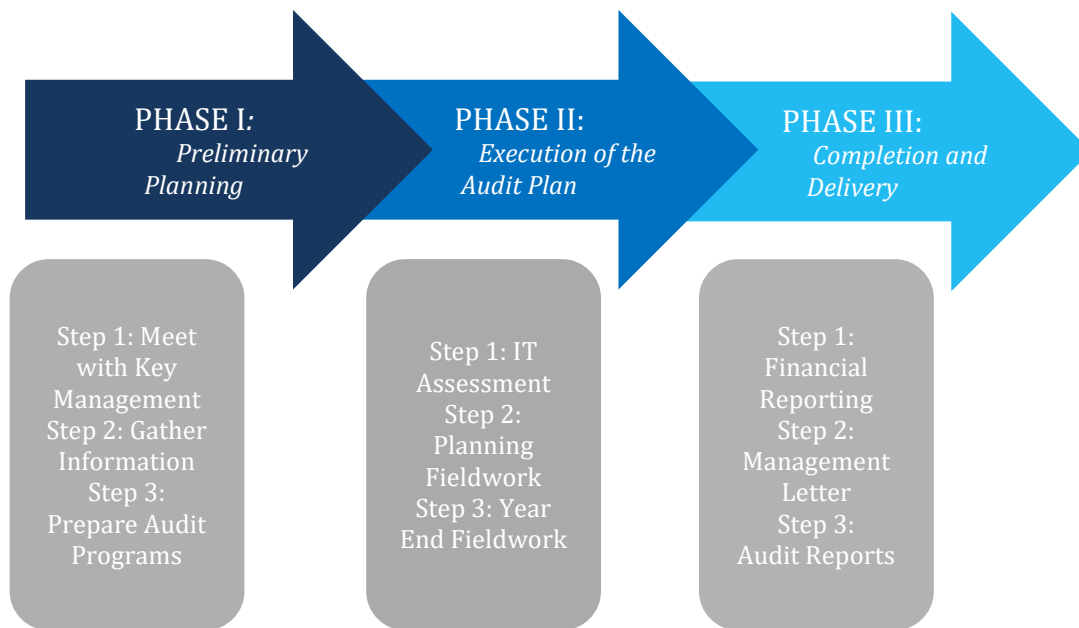
Firm Methodology

We strive to make our audit approach emphasize open and honest lines of communication. Throughout the course of our audit, we work with you to resolve any issues and keep in regular contact so there are no surprises when the final report delivers. In fact, your engagement team will report any potential audit adjustments to you on a regular basis so you will have adequate time to research and respond. We will assist you in making informed decisions, strengthening your internal controls and reporting financial information accurately.



We follow a risk-based audit approach and the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, the Rules of the Auditor General of the State of Florida, as well as applicable Federal, State and Local regulations. We have a full understanding of the scope of the work to be performed and will provide the required reports in the timeframe required in this RFP.

a) Proposed segmentation of the engagement



Phase I: Planning Phase

We believe a well-planned audit is crucial to the success of this engagement, and as such we put significant efforts in the planning stages of the audit, especially in the initial year. Further, as appropriate, our audit will be planned to provide for a low level of audit risk.

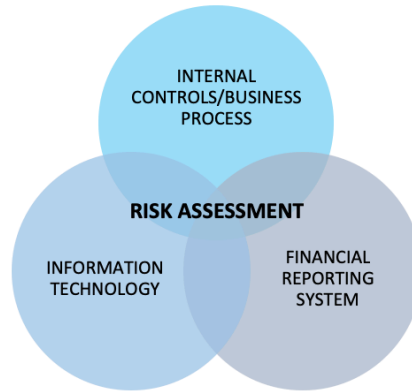
Step 1: Meet with the Town's Key Management

We will be available to meet with key management immediately upon award of the contract. During this time, we also interview the Town Commission to give them an opportunity to discuss their concerns as well. During these initial meetings, our discussion will include:

- » Our audit approach and scope
- » Lines of communication
- » Scheduling to minimize disruption of your staff
- » Areas management and Commission have concerns
- » Timeline for audit services

Step 2: Gather Information

During this step, we gain and document an understanding of the organizational structure as well as the following areas;



This understanding informs the audit team decisions in properly assign risk and further audit procedures. Each area above will be evaluated with the Town’s management and then tests will be performed to determine the effectiveness of controls in those areas.

All information gathered will be documented in our electronic workpapers and in addition, the Town’s policy manuals will be stored in our electronic permanent file for future use.

Other Planning Procedures include:

- » Review budgets, organization charts, and audit pertinent procedure manuals
- » Design “walkthroughs” as deemed necessary
- » Review minutes from the Town Council
- » Review agreements, debt related documents, resolutions, and contracts, etc.
- » Prepare a list of schedules and work papers to be prepared by the Town’s personnel

Step 3: Develop Audit Plan

Based on our initial risk assessment derived in steps 1 and 2 above, an audit plan will be determined by the combined efforts of our audit team based on our judgment. As such, we do not rely solely on the partner or on boiler plate checklists to develop the plan.

A final estimation will be made by the Partner at that time of the audit team members’ assignment and the amount of time allocated to the risk areas.

Phase II – Execution of Audit Plan

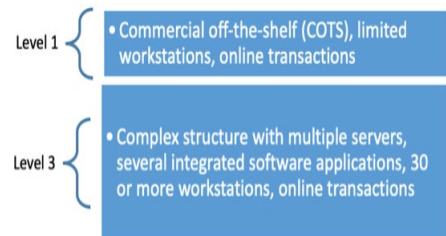
Step 1: IT Assessment

This segment of the engagement includes testing the general controls of the financial reporting system, security of the financial data and the security of the network as a whole. Given the significance of information technology in today’s environment, it is imperative that the security systems in place are adequate and working effectively.

In the technology age, information security and financial systems security is a big concern for many of our clients. Areas of potential risk are:

- » Data security including access to the data and software
- » Processes that import data from an outside source
- » Processes that export data to other programs

Under current generally accepted auditing standards, we are required to gain an understanding of internal controls which include an entity’s Information Technology (IT) environment during audit planning, in order to determine the nature and timing of substantive audit procedures. We assess what level of IT environment an entity has on a scale from one to three.



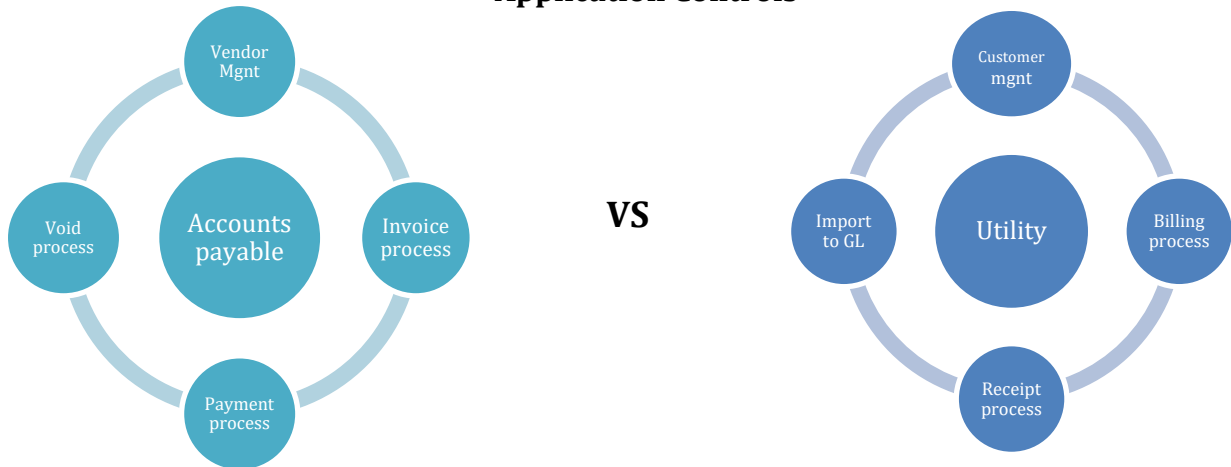
We will assess, document, and test as deemed necessary the following five areas of IT controls:

General IT Controls

Entity Level Controls	Change Management	Security	Backup & Storage	3rd Party Provider
<ul style="list-style-type: none"> •Strategic plan •Risk Assessment and Risk Management •Environmental Controls •Access Controls 	<ul style="list-style-type: none"> •Policies •Segregation of duties •Controls •Data Conversion •Tracking System 	<ul style="list-style-type: none"> •Policies •Perimeter and network •User access rights •Passwords •Physical Access 	<ul style="list-style-type: none"> •Policies •Frequency of backups •How stored •How often tested •Access 	<ul style="list-style-type: none"> •Policies •Evaluation Performed •Access Permissions •Interaction with Software •SOC report Recieved

Once we gain a better understanding of the general controls over IT functions, then we can take a look at specific areas within the financial reporting process that need to be reviewed in greater detail. Application controls ensure the completeness and accuracy of records and are specific to each application. For example, for controls over accounts payable will be different than controls over utility billing and collection, as such, tests of controls will have to be different.

Application Controls



Step 2: Planning Fieldwork

This step utilizes knowledge gained in the steps above to test the internal control systems. We utilize sampling in this area to perform dual purpose tests for the Single Audit. Sample sizes will be based on risk assessment. We make a determination of the operating effectiveness of controls and the extent to which they will be relied on for the audit. As such, this step is crucial, as it is the foundation of what substantive procedures will be performed in Step 3 below.

Step 3: Year End Fieldwork

This is the largest part of the audit process and includes both substantive audit tests and analytical review. Our substantive procedures consist of confirmations (eg. tax collector, debt providers, actuaries, etc.), tests of details, inventory observation, and compliance testing for the Single Audit. Our analytical procedures include variance analysis and deriving expectations from minutes, budgets, rate schedules, system reports, etc. for comparison to the financial statement amounts. Principal techniques used to acquire evidence on which the expression of our opinion on the fairness of the financial statements is reached are as follows:

- » Examination (inspection) – to substantiate authenticity
- » Observation – to ascertain compliance
- » Confirmation – third party evidence

These procedures will be performed by the most experienced and trained senior auditors and managers who work exclusively on governmental audits. Extensive partner involvement will be used in high-risk areas and throughout the engagement to coordinate, monitor and review the work performed. **No staff auditor will ever be involved in a high-risk area.** The engagement partner and manager will meet with Town representatives on all material matters as they arise and report promptly any potential audit issues.

Phase III: Reporting

Step 1: Financial Reporting

During this step, the audit team will complete the tasks related to financial reporting, including drafting/reviewing the financial statements. Tasks to be performed include:

- » Final analytical review procedures
- » Review and inquires for subsequent events, contingencies and commitments
- » Update to attorney’s letter and minutes

Step 2: Management Letter

As each potential management letter point is identified in the audit process, the audit team will document the condition and our recommendation, and the benefits of the recommended action. Any critique of operations will be confidential and constructive. **We do not recommend change for the sake of change.**

All recommendations must be cost effective, simple to effectuate, and will take into account why the deficiency occurred. Further, we pledge to assist you in identifying and solving problems before they become critical. Our audit team’s diverse experience, and their independent and objective views, ensures valuable and meaningful comments, observations and conclusions.

Step 3: Audit Reports

The final step in our audit involves the preparation and review of the various audit reports. All of our financial audits go through a stringent independent and technical review. A closing conference will be held with the Town’s management, to review all the draft reports and make any financial revisions before issuing the final reports.

The above 3 phases of this engagement will be completed so that your reports will be issued by your deadline as outlined in the RFP.

b) Staffing assignments and levels to be designated to each proposed segment of the engagement

Financial Statements	HOURS			
	Partners	Managers	Seniors	Total
Preliminary Planning	30	35	35	100
Perform Audit Plan	25	50	50	125
Completion and Delivery	30	40	40	125
Total	85	125	125	335

c) Sampling techniques

Our sampling procedures performed during the audit engagement will be identified during the planning stage of the audit and will be coordinated with other audit procedures to ensure a timely and efficient audit.

Audit Sampling: Grau uses a nonstatistical approach to sampling and follows the guidance of the AICPA on the use of sampling in governmental audit engagements. In applying these AIPCA pronouncements, we would first consider the effectiveness of alternative approaches before concluding that sampling is necessary. Our professional judgment will be used to determine what areas sampling is deemed appropriate and includes assessing inherent risk, control risk, and combined audit risk. Audit areas that may involve the use of sampling include:

- » Substantive tests of balance sheet accounts
- » Substantive test of details of transactions
- » Tests of controls, which may be done as a “dual-purpose test” utilizing the same sample as test of details of transactions
- » Tests of compliance with laws and regulations

Sample Size: Our sample size will vary depending on our risk assessment, the size of the population being examined and whether we are testing for compliance or substantive testing. **If a firm states a specific number of items they will examine for their sample size, they are not utilizing professional judgment.** Determination of the sample size should be dependent on quantitative and qualitative factors such as: number of transactions, type of transaction, expectation of how well controls work, results from preliminary risk assessment and whether a sample will be used for substantive procedures. After these factors are taken into account, then a sample size determination should be made. The results of our testing will be integrated into the other audit procedures performed to enhance audit efficiency and identify any additional risk factors.

d) Extent of use of electronic data processing software

Automated Workpapers

Our firm utilizes ProSystem fx Engagement electronic software, which allows us to conduct a true paperless audit.

Secure Portal

Our clients are able to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification when new information has been posted into the portal.

Accounting Research

We utilize Accounting Research Manager by Wolters Kluwers, which is a comprehensive online database providing leading industry guidance on analytical accounting and auditing. It includes full publications from the Governmental Accounting Standards Board, the Financial Accounting Standards Board, Emerging Issues Task Force, GAO, AICPA and International Accounting Standards Board. In addition, Accounting Research Manager provides intelligent links to the original source documents.

Computer-Assisted Audit Techniques (CAAT)'s

It is our firm's policy to design our audit procedures to maximize the application of computer-assisted audit procedures

(CAAP) in order to increase efficiency. Our firm uses Active Data mining software that enables us to use data from your financial reporting package to perform CAAT's. Some examples of taking an output file format and converting it into a usable data format for our audit team to perform CAAT's include:

- » Trends in number and amounts paid to vendors
- » Search for false employees
- » Sorting payments to identify items that fall under the threshold of financial control or contract limits
- » Analyzing sequence in a population for missing or duplicated items
- » Comparison of vendors and employee addresses

CAAT's are also useful in performing a variety of time consuming tests such as: footing files, testing for incomplete data, and sorting. CAAT's are also used to perform a variety of tests of controls such as: selecting a sample for inspection or re-performance of procedures, testing access to critical files and programs, and testing program application controls.

e) Analytical procedures

Understanding financial relationships is crucial to planning and evaluating the results of analytical procedures and requires knowledge of the Town. The full extent to which analytical procedures are utilized is based upon the auditor's professional judgment and the overall risk assessment results. Analytical procedures are required in the planning and overall review stages of the audit, and will be used in the following areas:

Audit Planning

Analytical procedures provide great insight in our planning. These analyses can enhance our understanding of transactions and events that have occurred during the year under audit. Analytical procedures in the planning phase are also performed to identify any unusual and unexpected relationship that may warrant further investigation. For example, rate changes have a direct relationship with revenue. As such, if water rates increase and usage is consistent with prior year, we would expect that revenues would also increase.

Fieldwork

Analytical procedures are used as effective substantive tests in certain circumstances. For example, using the millage adopted by Commission to recalculate taxes levied or comparing actual current year results to the adopted budget and prior year amounts. During the course of our year end fieldwork, we utilize analytical procedures to support the results of our other audit procedures.

Overall Review

Analytical procedures used at the conclusion of the audit are designed to assess the conclusions reached and evaluate the overall financial statement presentation. For example, we will review the financial statements and compare the numbers to prior year and see if variances make sense based upon the work performed. We would determine if sufficient work was done in a particular area. Any variances would need to be substantiated.

f) Approach to be taken to gain and document an understanding of the Town's internal control structure

Control activities are procedures and policies that help ensure that management's directives are being carried out and the Town's objectives are being met.

We want to ensure that controls are appropriately designed before we perform any tests of controls for reliance in the audit. Our steps in Phase I will determine how well the controls are designed and which ones we may be able to place reliance on for the audit. After making that determination, those controls are tested for operating effectiveness. The results of this evaluation will influence the nature, timing and extent of our substantive audit procedures. This approach ensures that we achieve maximum efficiency and provides valuable feedback to management regarding the effectiveness of controls being relied upon throughout the year. See Phase I for details.

g) Approach to be taken in determining laws and regulations that will be subject to audit work

Due to the special nature of governments, the traditional audit scope has been broadened to encompass determination of what laws and regulations have a direct and material impact on the financial statements. Identifying applicable laws and regulations is fundamental to fulfilling the responsibility of understanding their effects. We will obtain this knowledge from various sources including:

- Review of federal and state laws
- Review of contracts
- Inquires of management and staff
- Review of resolutions and policies
- Review of grant agreements
- Review of debt covenants
- Review of prior financial statements
- Review of internal controls over compliance

h) Approach to be taken in determining audit samples for purposes of test compliance

Once significant laws and regulations that affect the Town are identified, we will design compliance procedures to provide reasonable assurance that your financial statements are free of material misstatements resulting from violations of these laws and regulations. In addition, tests will be performed to attain a low level of risk as required by the Uniform Guidance.

Tests of compliance with laws and regulations will be incorporated with samples selected for tests of transactions and controls, when practical. Additional samples are sometimes necessary to test specific laws and regulations as well as for testing federal and state awards. We will work with Town staff, as well as our analysis of the Town's internal control structure, to ensure completeness of our population.

Our sampling procedures performed during the audit engagement will be identified during the planning stage of the audit and will be coordinated with other audit procedures to ensure a timely and efficient audit.

i) Describe any municipal staff support anticipated for the engagement

The duties outlined in the proposal are acceptable. If an ACFR is to be prepared, we would also request that staff prepare the statistical tables.

Audit Fee



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS



Price Proposal Sheet

PROPOSER INFORMATION

Company Name Grau & Associates
 Contact Person: Ben Steets
 Email: Bsteets@graucpa.com
 Phone: (561) 939-6674

External Auditor Services			
Initial 3-Year Contract Annual Fee			
item	Description	Units of Measure	Unit Price
1	Year 1 Annual Flat Fee	LS	\$91,000
	Audit of the Town's ACFR	LS	\$50,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$20,000
	Federal Single Audit	LS	\$7,000
	State Single Audit	LS	\$7,000
	The Children's Trust Audit	LS	\$7,000
2	Year 2 Annual Flat Fee	LS	\$92,500
	Audit of the Town's ACFR	LS	\$51,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$20,500
	Federal Single Audit	LS	\$7,000
	State Single Audit	LS	\$7,000
	The Children's Trust Audit	LS	\$7,000

3	Year 3 Annual Flat Fee	LS	\$94,000
	Audit of the Town's ACFR	LS	\$52,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$21,000
	Federal Single Audit	LS	\$7,000
	State Single Audit	LS	\$7,000
	The Children's Trust Audit	LS	\$7,000

SUBTOTAL: Initial 3-Year Contract Annual Fees			\$277,500
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Additional One-Year Renewal Contract			
Item	Description	Units of Measure	Unit Price

4	Year 4 Annual Flat Fee	LS	\$95,500
	Audit of the Town's ACFR	LS	\$53,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$21,500
	Federal Single Audit	LS	\$7,000
	State Single Audit	LS	\$7,000
	The Children's Trust Audit	LS	\$7,000

5	Year 5 Annual Flat Fee	LS	\$97,000
	Audit of the Town's ACFR	LS	\$54,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$22,000
	Federal Single Audit	LS	\$7,000
	State Single Audit	LS	\$7,000
	The Children's Trust Audit	LS	\$7,000

SUBTOTAL: Additional One Year Renewal Options			\$192,500
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Additional Services Fee Schedule	
Project Position or Classification	Hourly Rate to Be Charge
Partner	\$250
Manager	\$180
Senior	\$130
Staff	\$100
Secretary	\$0

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.

Mar Rios
Signature (Authorized Signatory)

Partner
Title

November 25, 2025
Date

Subcontractors

Subcontractors will not be utilized during the term of this contract.

Required Forms



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

Town: State: Zip:

Telephone No.: FAX No.: Email:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	11/20/2025				

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships


Ben Steets - Partner

N/A

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



NON-DISCRIMINATION CERTIFICATION FORM

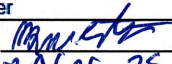
Project Title: External Auditing Services
Solicitation No.: RFP-4-1027-FN-0-2025/FVR

In connection with the submission of this proposal, the undersigned certifies that:

1. The firm and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, marital status, genetic information, veteran status, or any other category protected by applicable federal, state, or local law.
2. The firm and its subcontractors shall comply with all applicable provisions of federal, state, and local equal employment opportunity and non-discrimination laws, executive orders, rules, and regulations.
3. The firm understands that non-compliance with this certification may be considered cause for contract termination or disqualification from future solicitations.

Authorized Representative Certification

By signing below, I certify that I am authorized to make the representations contained herein on behalf of the firm.

Company Name: Grau & Associates
Authorized Representative Name: Ben Steets
Title: Partner
Signature: 
Date: November 25, 2025



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF Palm Beach)

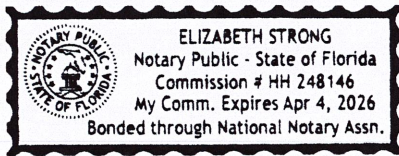
I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Ben Steets Ben Steets

Title: Partner

The foregoing instrument was acknowledged before me this 25 ^{November} day of, 2025, by Ben Steets [name of person], as Partner [type of authority], for Grau & Associates [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:



Bell
Notary Public – State of Florida

Elizabeth Strong
Print or Type Commissioned Name

Personally Known OR Produced Identification _____ Type of Identification Produced _____



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:



**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT**
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

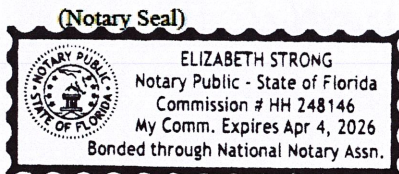
I, the undersigned, am an officer or representative of Grau & Associates, a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By: *Ben Steets*
Name: Ben Steets
Title: Partner

STATE OF FLORIDA

COUNTY OF Palm Beach

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 25 day of November, 2025, by Ben Steets, as Partner of Grau & Associates, a Florida limited liability company. He is personally known to me or has produced _____ (Type of Identification) as identification.



Elizabeth Strong
Signature of Notary Public
Elizabeth Strong
Print, Type or Stamp Name of Notary
HH 248146
Serial Number, if any



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

Grau & Associates
Firm
Matt B.
Authorized Signature

November 25, 2025
Date
Ben Steets - Partner
Print or Type Name and Title



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: November 25, 2025

Signed: [Signature]

Entity: Grau & Associates

Name: Ben Steets

Title: Partner

STATE OF Florida
COUNTY OF Palm Beach

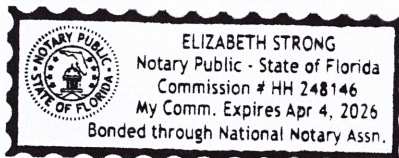
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ___ day of November, 2025, by Ben Steets, as Partner for Grau & Associates, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: Elizabeth Strong

My commission expires: 04/04/2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

7/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324		CONTACT NAME: DB Special Unit PHONE (A/C, No, Ext): (954) 382-4350 FAX (A/C, No): (954) 382-2810 E-MAIL ADDRESS: certificates@setnorbyer.com	
INSURED Antonio J Grau, CPA, PA DBA Grau & Associates 1001 Yamato Road Suite 301 Boca Raton FL 33431		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins Co NAIC # 29424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2025_0714_MasterAI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			218BAWMS295	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			218BAWMS295	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			218BAWMS295	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability: Additional Insured with Primary Non-Contributory and Waiver of Subrogation per form SS00080405, when required by written contract. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions.

CERTIFICATE HOLDER estrong@graucpa.com Antonio J Grau, CPA, PA 1001 W Yamato Rd Suite 301 Boca Raton, FL 33431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tracy Brahm/TLK
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ACORD 25 (2014/01)
INS025 (201401)

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CERTIFICATE OF LIABILITY INSURANCE

DNK

DATE (MM/DD/YYYY)
08/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TriNet Group, Inc. Antonio J. Grau CPA PA DBA Grau & Associates 1 Park Place, Suite 600 Dublin, CA 94568-7983	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 833-506-1544	FAX (A/C, No):
	EMAIL ADDRESS: work.comp@trinet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Company of North America	43575
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 15888863 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C73099092	07/01/2025	07/01/2028	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage is limited to worksite employees of Antonio J. Grau CPA PA DBA Grau & Associates through a co-employment agreement with TriNet HR III-A, Inc.
 List of additional covered entities under the above policy:
 dba Grau & Associates

CERTIFICATE HOLDER Antonio J. Grau CPA PA DBA Grau & Associates 1001 W Yamato Road Suite 301 Boca Raton, FL 33431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc</i>
--	--

ACORD 25 (2016/03)

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin, For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Antonio J Grau CPA PA	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1001 W. Yamato Road, Suite 301	Requester's name and address (optional)	
6 City, state, and ZIP code Boca Raton, FL 33431		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	0	-	2	0	6	7	3	2	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *[Signature]*

Date **8/20/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Fictitious Name Detail

Fictitious Name

GRAU & ASSOCIATES

Filing Information

Registration Number G05228900301
Status ACTIVE
Filed Date 08/16/2005
Expiration Date 12/31/2025
Current Owners 1
County PALM BEACH
Total Pages 7
Events Filed 6
FEI/EIN Number 20-2067322

Mailing Address

1001 W YAMATO RD
SUITE 301
BOCA RATON, FL 33431

Owner Information

ANTONIO J. GRAU, CPA P. A.
1001 W YAMATO RD SUITE 301
BOCA RATON, FL 33431
FEI/EIN Number: 20-2067322
Document Number: P04000170177

Local Business Tax Licenses



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
1001 W YAMATO RD STE 301
BOCA RATON, FL 33431

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ACCOUNTANCY FIRM	ANTONIO J GRAU CPA PA	AD54305	B25.675184 09/02/2025	\$66.00	B40112052

his document is valid only when receipted by the Tax Collector's Office.



ANTONIO J GRAU CPA PA
GRAU AND ASSOCIATES
1001 W YAMATO RD STE 301
BOCA RATON FL 33431

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911993
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
1001 W YAMATO RD STE 301
BOCA RATON, FL 33431

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CPA	GRAU ANTONIO JOSE	AC15330	B25.674905 09/02/2025	\$33.00	B40114549

his document is valid only when receipted by the Tax Collector's Office.



ANTONIO J GRAU CPA PA
GRAU AND ASSOCIATES
1001 W YAMATO RD STE 301
BOCA RATON FL 33431-4403

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200702410
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
1001 W YAMATO RD STE 301
BOCA RATON, FL 33431

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CPA	CAPLIVSKI DAVID JAMES	AC44059	B25.674962 09/02/2025	\$33.00	B40133819

his document is valid only when receipted by the Tax Collector's Office.



ANTONIO J GRAU CPA PA
GRAU AND ASSOCIATES
1001 W YAMATO RD STE 301
BOCA RATON FL 33431

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201254575
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
1001 W YAMATO RD STE 301
BOCA RATON, FL 33431

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CPA	MEDLIGOTT JAIME GRAY SARDEN	AC48099	B25.675023 09/02/2025	\$33.00	B40140652

his document is valid only when receipted by the Tax Collector's Office.



ANTONIO J GRAU CPA PA
GRAU AND ASSOCIATES
1001 W YAMATO RD STE 301
BOCA RATON FL 33431

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201579981
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
1001 W YAMATO RD STE 301
BOCA RATON, FL 33431

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CPA	HALL VINNETTE G	AC38647	B25.675179 09/02/2025	\$33.00	B40150315

his document is valid only when receipted by the Tax Collector's Office.



ANTONIO J GRAU CPA PA
GRAU AND ASSOCIATES
1001 W YAMATO RD STE 301
BOCA RATON FL 33431

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018109097
EXPIRES: 09/30/2026

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Partial List of Clients

The following is a partial list of clients served and related experience:

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Bayshore Gardens Park and Recreation District	✓			✓	9/30
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	492	5	4	485	

RETIREMENT PLANS	Financial Audit	ERISA/DOL	Current Client	Year End
Campbell Property Management 401(k)	✓	✓		12/31
City of Cooper City General Employee Retirement Plan	✓			9/30
City of Lauderhill General Employee Retirement System	✓			9/30
City of Miami Childrens Trust Fund	✓		✓	9/30
City of Parkland Police Pension Fund	✓		✓	9/30
City of Sunrise General Employees' Retirement System	✓		✓	9/30
Cross County Home Services and Affiliates 401(k) Plan	✓	✓		9/30
Danmar Corporation 401(k) Plan	✓	✓		12/31
Florida Public Utilities 401(k) and Pension Plans	✓	✓		12/31
Jacksonville Police and Fire Pension Fund	✓			9/30
San Carlos Park Fire Protection and Rescue Service District Retirement Plan	✓		✓	9/30
Town of Davie General Employees Retirement Plan	✓			10/1
Town of Lauderdale By The Sea Volunteer Firefighters Pension Plan	✓		✓	9/30
TOTAL	13	4	5	

NON-PROFIT CLIENTS SERVED AND RELATED EXPERIENCE	Attestation Services	Financial Audit	Consulting Services	Governmental Audit	Single Audit	Tax Services	Current Client	Year End
Aid to Victims of Domestic Abuse, Inc.		✓		✓	✓	✓		6/30
Alliance for Human Services, Inc.		✓				✓		6/30
Broward County Human Rights Board/Division (Joint Venture, 30%)	✓		✓					N/A
Broward Education Foundation		✓		✓	✓	✓		6/30
CareerSource Brevard				✓	✓	✓		6/30
CareerSource Broward				✓	✓			9/30
CareerSource Central Florida				✓	✓	✓		6/30
CareerSource Palm Beach County				✓	✓	✓		6/30
CareerSource Pasco-Hernando				✓	✓	✓		6/30
CareerSource Polk				✓	✓	✓		6/30
CareerSource Southwest Florida				✓	✓	✓	✓	6/30
Christian Manor	✓	✓	✓	✓	✓	✓		12/31
Delray Beach Community Land Trust				✓		✓		9/30
Family Promise	✓							12/31
Florida Public Transportation Association, Inc.	✓	✓				✓		9/30
Florida Transit Association Finance Corporation		✓				✓		9/30
Hispanic Human Resources Council	✓	✓	✓	✓	✓	✓	✓	9/30
Mae Volen Senior Center	✓	✓		✓	✓	✓	✓	6/30
National Board for Registration of Registrars		✓				✓		3/31
National Cancer Registration Board		✓				✓		6/30
North Lauderdale Academy High School	✓			✓				6/30
Northwood Development Corporation	✓	✓	✓	✓	✓	✓		9/30
Palm Beach Community College Foundation			✓	✓		✓		6/30
Urban League of Palm Beach County				✓	✓			6/30
TOTAL	8	13	5	17	14	19	3	

ADDITIONAL SERVICES

Consulting / Management Advisory Services

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- | | | | | |
|------------------------|--------------------------|------|-------------------------------------|-----------|
| Accounting systems | Fixed asset records | Cost | Organizational structures | Financing |
| Development of budgets | reimbursement | | alternatives | |
| IT Auditing | Indirect cost allocation | | Grant administration and compliance | |

Arbitrage

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

28 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**
29 **TOWN OF BAY HARBOR ISLANDS:**

30 **Section 1.** The foregoing recitals are adopted and hereby incorporated as if fully
31 set forth herein.

32 **Section 2.** The Town Council hereby approves the ranking and
33 recommendations of the Auditor Selection Committee, with Citrin Cooperman &
34 Company, LLC as the highest ranked qualified firm, CBIZ CPAs P.C. as the next ranked
35 qualified firm and Grau & Associates as the next ranked qualified firm.

36 **Section 3.** The Town Council hereby selects Citrin Cooperman & Company,
37 LLC to provide audit services to the Town and authorizes the Town Council to negotiate
38 a contract with Citrin Cooperman & Company, LLC to provide audits of the Town for the
39 fiscal years ending September 30, 2025, 2026 and 2027, with the right to extend for two
40 (2) additional one (1) year terms.

41 **Section 4.** If any provision, section, phrase, or word of this Resolution is
42 declared invalid or unenforceable by a court of competent jurisdiction, the remaining
43 provisions, sections, phrases or words of this Resolution shall remain in full force and
44 effect.

45 **Section 5.** The Town Manager is hereby authorized to do all things necessary
46 to carry out the aims of the Resolution.

47 **Section 6.** This Resolution shall become effective immediately upon its
48 adoption.

49 **PASSED and ADOPTED this 8th day of December, 2025.**

50 Motion By: _____
51 Seconded By: _____
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FINAL VOTE APPROVED:

Mayor Issac Salver _____
Vice Mayor Stephanie Bruder _____
Council Member Teri D'Amico _____
Council Member Molly Diallo _____
Council Member Joshua Fuller _____
Council Member Eric Rappaport _____
Council Member Robert Yaffe _____

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.

AGENDA ITEM REPORT
December 8, 2025

ITEM NUMBER: 2.

ITEM: Discussion and possible action to execute an agreement with the Citrin Cooperman for external audit services. Sponsored by Town Manager Lindsley Noel.

DESCRIPTION:

Following selection of an External Auditor, the Council (or its designee) must negotiate a written contract with the chosen firm. The contract must specify:

- Services to be provided and compensation terms.
- Detailed invoicing requirements.
- Contract period, renewal terms, and termination conditions.

We have provided the draft contract language which was included with the Request for Proposals, and we obtained a draft engagement letter from the firm recommended by the Auditor Selection Committee, Citrin Cooperman.

RECOMMENDED ACTION:

We recommend that the Town Manager be authorized to take all actions necessary to finalize and execute the agreement with the selected audit firm, including the authority to make non-substantive modifications to the agreement as may be required to complete execution, provided that such modifications do not materially alter the scope of services, compensation, or contract term approved by the Council.

FINANCIAL ANALYSIS:

Citrin Cooperman Year 1 (FY2025) fee of \$82,000 consists of the following:

Audit of the Town's ACFR	\$57,000
Audit of the Employee's Retirement System	\$12,000
Federal Single Audit (if required)	\$ 5,000
State Single Audit (if required)	\$ 5,000
Children's Trust Audit	\$ 3,000
GL Line Item Number: 001.5130.400032.000	
401.5415.400032.000	
402.5350.400032.000	
403.5330.400032.000	
404.5450.400032.000	
405.5340.400032.000	
406.5380.400032.000	

Total Amount Budgeted: \$107,000.03

Activity Amount: \$0

Balance Remaining: \$107,000.03

BUDGET IMPACT:

Submitted By: Gerald Bryan, Finance Director

ATTACHMENTS

1.	External Auditor RFP
2.	External Auditor RFP Addendum 1
3.	Citrin Cooperman Proposal
4.	Resolution Audit Agreement -Citrin Cooperman
5.	Draft External Auditor Agreement
6.	Town of Bay Harbor Islands - Engagement Letter draft

TOWN OF BAY HARBOR ISLANDS



Request for Proposals

RFP- 4-1029-FN-2025/FVR

EXTERNAL AUDITOR SERVICES



SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The Town of Bay Harbor Islands is now inviting experienced professionals or business entities to serve as external auditors for our financial statements. The Town seeks to select an individual or firm with demonstrated expertise in municipal auditing practices and governmental accounting standards. The selected party will be responsible for conducting a comprehensive audit of the Town's financial statements, while considering internal controls, and compliance with applicable laws and regulations, in accordance with the terms, conditions, and specifications outlined in this Request for Proposals (RFP). The Town is committed to maintaining financial excellence and transparency and seeks professional auditing services to support these objectives.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation or technical specifications, contact Procurement Officer Fausto Vargas at fvargasreyes@bayharborislands-fl.gov. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Proposers, please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in Demandstar shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid/proposal conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Proposer to become familiar with the scope of the Town's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 Demandstar

The Town of Bay Harbor Islands uses Demandstar (www.Demandstar.com) to administer the competitive solicitation process, including but not limited to soliciting proposals and issuing addenda. There is no charge to register and download the RFP from Demandstar. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Demandstar well in advance of their intention of submitting a proposal to ensure familiarity with the use of Demandstar. The Town shall not be responsible for a Proposer's inability to submit a Proposal by the end date and time for any reason.

1.5 Proposal Closing

The Town of Bay Harbor Islands ("Town") is accepting sealed proposals. One (1) original, two (2) hard copies, and four (4) electronic copies (on USB flash drives) of the proposal shall be submitted. Proposals must be received no later than 3:00 p.m. (local time) on **Monday, December 1, 2025**, at the Town Clerk's Office, 1030 95th Street, Bay Harbor Islands, FL 33154. Proposers are responsible for ensuring their proposals are delivered to the Town on time. Proposals received after the deadline will not be accepted. At the stated time, the proposals will be publicly opened, and the names of the Proposers will be read aloud.

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Officer by email and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the closing date. Requests received after this date may not be addressed. Changes and Alterations.

Proposer may change or withdraw a Proposal at any time prior to the Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.3 Proposer's Costs

The Town shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.4 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the Town's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

The Proposer shall quote a firm fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The Town shall not accept any additional costs including any travel associated with coming to the Town of Bay Harbor Islands.

2.5 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from the time of RFP opening unless otherwise extended and agreed upon by the Town and Bidder/Proposer.

2.6 Invoices/Payment

The Town will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice regarding the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the Town shall not approve or accept the AUDITOR's work product, if an agreement cannot be reached between the Town and the AUDITOR to resolve the problem to the Town's satisfaction, the Town shall negotiate with the AUDITOR on payment for the work completed and usable to the Town.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid/proposal. The Town will not accept any additional costs except as indicated in the Bid Allowance provision.

2.8 Payment Method

The Town of Bay Harbor Islands will be making payment by check.

2.9 Mistakes

The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The Town reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The Town also reserves the right to reissue a Request for Proposal.

2.10.2 The Town reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

2.12 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.13 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable of meeting all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.14 Minimum Qualifications

Proposers must be established in the business of providing external auditing services. They must demonstrate that they, or the key staff assigned to the project, have successfully conducted financial audits of comparable magnitude to those outlined in the scope of services. The Proposers should show experience working with municipalities or governmental entities similar in size and complexity to the Town of Bay Harbor Islands (including Enterprise funds that operate water and/or sewer utilities) or with relevant public sector clients. Additionally, proposers must demonstrate the managerial and technical capability to successfully plan, execute, and deliver a comprehensive and compliant financial audit in accordance with generally accepted auditing standards and governmental accounting principles.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.14.1 Proposer or principals must have relevant experience in providing external governmental auditing services. The project manager assigned to this work must have comprehensive

experience in all aspects of the scope of work and have previously served as project manager for similar municipal audit engagements or governmental financial audits. The assigned manager must demonstrate proficiency in generally accepted auditing standards (GAAS) and governmental accounting standards.

2.14.2 Before awarding a contract, the Town reserves the right to require that a Proposer submit such evidence of qualifications as the Town may deem necessary. Further, the Town may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the Town and performance evaluation for services, in making the award in the best interest of the Town.

2.14.3 Firm or principals shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the Town Commission.

2.14.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the Town, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Town.

2.15 Protest Procedure

Any Proposer who is not recommended for award of a contract and who alleges a failure by the Town to follow the Town's procurement ordinance or any applicable law, may follow the protest procedure as found in the Town's procurement ordinance within five (5) days after a notice of intent to award is posted on the Town's web site.

2.16 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.17 Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the AUDITOR, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the AUDITOR. The AUDITOR shall provide the Town with a certificate of insurance evidencing such coverage. The AUDITOR's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the AUDITOR shall not be interpreted as limiting the AUDITOR's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the Town's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the Town, and these coverages, limits, and/or endorsements shall in no way be relied upon by the AUDITOR for assessing the extent or determining appropriate types and limits of coverage to protect the AUDITOR against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the AUDITOR under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations Policy must include coverage for contractual liability and independent contractors.

The Town, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the AUDITOR. The coverage shall contain no special limitation on the scope of protection afforded to the Town, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the AUDITOR does not own vehicles, the AUDITOR shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statute.

The AUDITOR waives, and the AUDITOR shall ensure that the AUDITOR's insurance carrier waives, all subrogation rights against the Town, its officials, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The AUDITOR must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Professional Liability

AUDITOR shall maintain Professional Liability insurance for both the AUDITOR and any professionals required to carry professional licenses. The policy shall be written at a limit of not less than \$2,000,000 Each Occurrence and \$4,000,000 Annual Aggregate.

Cyber Liability

AUDITOR shall obtain, at AUDITOR's expense, and keep in effect during the term of this contract, Cyber Liability Insurance covering any damages arising from alteration of, loss of, or destruction of electronic data and/or information "property" of the Town that will be in the care, custody, or control of AUDITOR. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by AUDITOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, unauthorized access to a computer system, hacker attacks, denial of service attacks, malicious code, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000.

Insurance Certificate Requirements

- a. The AUDITOR shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The AUDITOR shall provide the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the AUDITOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the AUDITOR following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the AUDITOR shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The Town shall be granted a Waiver of Subrogation on the AUDITOR's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

The AUDITOR has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the AUDITOR's expense.

If the AUDITOR's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the AUDITOR may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The AUDITOR's insurance coverage shall be primary insurance as respects to the Town, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the AUDITOR that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered a breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered a breach of contract. In addition, the AUDITOR must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of the AUDITOR's insurance policies.

The AUDITOR shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the AUDITOR's insurance company or companies and the Town's Risk Management office, as soon as practical.

It is the AUDITOR's responsibility to ensure that any and all of the AUDITOR's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the AUDITOR.

2.18 Award of Contract

A Contract (the "Agreement") may be awarded by the Town Council. The Town reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the Town's best interests. The Town reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the Town.

2.19 Uncontrollable Circumstances ("Force Majeure")

The Town and AUDITOR will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.19.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure.

2.19.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure.

2.19.3 No obligations of either party that arose before the Force Majeure causing the excuse of

performance are excused because of the Force Majeure; and

2.19.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. The economic hardship of the AUDITOR will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.20 Contract Period

The initial contract term shall commence upon the date of the award by the Town and will cover the audits for the fiscal years ending September 30, 2025, 2026 and 2027. The Town reserves the right to extend the contract for **Two (2)**, additional **One (1)** year terms, providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

2.21 Ownership of Work

Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. Any compensation due to AUDITOR shall be withheld until all documents are received as provided herein.

2.22 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 INTRODUCTION.

Purpose:

The Town of Bay Harbor Islands desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America. The Town also wants the auditor to express an opinion on the fair presentation of its combined and individual fund, financial statements and schedules in conformity with generally accepted accounting principles.

The funds to be audited are those included or includable in the Town's Annual Comprehensive Financial Report ("ACFR") and in the stand-alone financial statements of the Town of Bay Harbor Islands Employees' Retirement System (the "Pension Plan"). The Town shall have closed, balanced, and prepared trial balances for all funds to be examined by the auditor. The Town will have primary responsibility for producing the ACFR (and all elements thereof). The auditor shall assist in finalizing the Town's annual financial report and shall include an opinion in its report regarding the Town's financial statements and supplemental financial schedules. The opinion shall reference the audit of the Town's governmental and business-type activities, each major fund and the aggregate remaining fund information. The Town shall also provide additional financial and non-financial information not subject to audit by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the Town's ACFR to the Government Finance Officers Association ("GFOA") Certificate of Achievement Program. The Town's ACFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the ACFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

SCOPE OF WORK FOR EXTERNAL FINANCIAL AUDITOR

1. ENGAGEMENT OVERVIEW

The Town of Bay Harbor Islands (hereafter "the Town") seeks to engage a qualified independent external auditor to perform comprehensive financial audits of both the Town and the Pension Plan for a three (3) year period beginning with the fiscal year ending September 30, 2025, with the option to extend for two (2) additional one-year periods upon mutual agreement.

2. AUDIT OBJECTIVES

The primary objectives of the audit are to:

- Express opinions on whether the Town's basic financial statements are fairly presented in conformity with U.S. generally accepted accounting principles (GAAP)
- Report on internal control over financial reporting and compliance with laws, regulations, contracts, and grant agreements
- Issue required supplementary reports in accordance with governmental auditing standards
- Provide recommendations for improving financial operations and internal control structures
- Ensure transparency, accuracy, and adherence to legal and regulatory requirements

3. SCOPE OF SERVICES

- **3.1 Financial Statement Audit**

The audit shall include the financial statements of all funds and account groups of the Town, including:

- Governmental activities
- Business-type activities
- Each major fund
- Aggregate remaining fund information
- Related notes to the financial statements

- **3.2 Required Supplementary Information (RSI)**

The following RSI shall be subjected to limited procedures:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Schedule of Contributions - Pensions
4. Schedule of Changes in Total OPEB Liability and Related Ratios
5. Budgetary Comparison Schedules

- **3.3 Compliance Examination**

The auditor shall perform an examination pursuant to AICPA Professional Standards regarding the Town's compliance with:

- Section 218.415, Florida Statutes, Local Government Investment Policies
- Florida Sunshine Laws related to public records and transparency in government entities
- Other applicable state and federal regulations

- **3.4 Internal Controls Assessment**

The auditor shall obtain an understanding of the Town's internal control environment and assess internal controls to the extent required under Generally Accepted Government Auditing Standards (GAGAS/Yellow Book) for the purposes of audit planning, financial reporting, and compliance. The Town is not requesting an operational audit or a performance audit of internal controls.

The internal control procedures performed shall be limited to those required to:

- Identify and assess risks of material misstatement,
- Consider internal controls relevant to the preparation and fair presentation of the financial statements, and
- Determine the nature, timing, and extent of audit procedures.

No additional testing of operational effectiveness beyond GAGAS requirements is expected or requested.

- **3.5 Federal and State Single Audit (if applicable)**

If the Town expends more than \$750,000 on federal awards or state financial assistance during the fiscal year, the auditor shall conduct a Single Audit in accordance with:

- Federal Single Audit Act Amendments of 1996
- 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Florida Single Audit Act
- Chapter 10.550, Rules of the Auditor General, State of Florida
- 3.6 Town of Bay Harbor Islands Employees' Retirement System
- The auditor shall produce the required independent auditors' report for the stand-alone Pension financial statements.
- 3.7 The Children's Trust Audit (If applicable)
- The Children's Trust of Miami – Dade County (TCT) requires providers who are contracted to conduct a comprehensive audit. The independent certified public accounting firm (CPA) must ensure that (1) the audit is conducted by personnel who have the necessary skills; (2) independence is maintained; (3) applicable standards are followed in planning and conducting audits and reporting the results; (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

- **3.6 Special Considerations**
- The Town will send its ACFR to the Government Finance Officers Association (“GFOA”) of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to draft the ACFR and provide any special assistance to the Town needed to meet the requirements of that program.
- The ACFR shall comply with the provisions of the Americans with Disabilities Act.
- The Schedule of Expenditures of Federal Awards (SEFA) and related auditors’ report, as well as the reports on compliance and internal controls are to be issued as part of the annual comprehensive financial report.
- Arbitrage calculation and monitoring services, if required.

4. AUDITING STANDARDS AND REGULATORY COMPLIANCE

- **4.1 Required Auditing Standards**

The audit must be performed in accordance with:

- Generally Accepted Auditing Standards (GAAS) as issued by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (Yellow Book) issued by the Comptroller General of the United States
- Florida Single Audit Act (if applicable)
- Chapter 10.550, Rules of the Auditor General, State of Florida
- Rules of the Florida Department of Financial Services
- Section 218.39, Florida Statutes and other applicable Florida Statutes
- OMB Uniform Guidance

- **4.2 Federal Regulations and Standards**

The auditor must ensure compliance with all relevant federal regulations and standards, including:

- Financial Accounting Standards Board (FASB) pronouncements
- Governmental Accounting Standards Board (GASB) pronouncements
- Securities and Exchange Commission (SEC) rules, if applicable
- Internal Revenue Service (IRS) tax laws and regulations
- Other relevant federal laws applicable to municipal entities

- **4.3 Florida State-Specific Regulations**

The auditor must ensure compliance with Florida state-specific regulations, including:

- Florida Statutes (F.S.) related to financial reporting and auditing practices
- Requirements set forth by the Florida Auditor General
- Florida Administrative Code provisions applicable to municipal audits
- Florida Department of Financial Services (DFS) regulations

5. DELIVERABLES

- **5.1 Audit Reports**

The auditor shall provide the following reports:

- Independent Auditor's Report on Financial Statements
- Independent Auditor's Report on Internal Control over Financial Reporting and Compliance
- Single Audit Reports (if applicable)
- Management Letter as required by Chapter 10.550, Rules of the Auditor General
- Report on compliance with Section 218.415, Florida Statutes
- **5.2 Additional Deliverables**

- Presentation of audit results to the Town Council and the Pension Board
- Electronic copies of all reports in PDF format
- Adjusting journal entries, if any
- Letter to management detailing findings and recommendations for improvements

6. TIMELINE AND COORDINATION

- **6.1 Audit Schedule¹**

- Interim fieldwork to be completed by October
- Final fieldwork to begin approximately January
- Draft reports to be submitted by March 1st
- Final reports to be issued no later than March 31st

- **6.2 ACFR Submission**

The auditor shall assist in ensuring the Town's ACFR meets the standards necessary for submission to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The Town's ACFR will additionally be expected to meet any present or to-be-established standards for disclosure to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

7. AUDITOR QUALIFICATIONS

- **7.1 Firm Requirements**

- The firm must be licensed to practice public accounting in the State of Florida
- Proposers shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued and shall have a field office in Broward, Miami-Dade or Palm Beach counties.
- The firm must have conducted governmental audits in compliance with Government Auditing Standards within the past three years
- The firm must have experience auditing municipalities and pension plans of similar size and complexity to the Town and Pension
- At least 80% of municipal ACFRs completed by Proposers during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

- **7.2 Personnel Requirements**

- The engagement partner and manager must be licensed CPAs
- The engagement team must have demonstrated experience in governmental accounting and auditing
- The firm must assign staff with appropriate levels of experience and expertise to complete the audit efficiently and effectively

8. CONFIDENTIALITY AND SECURITY

- The auditor must adhere to strict confidentiality standards in handling all sensitive and financial information
- The auditor must comply with federal and state privacy regulations
- The auditor must implement appropriate data security measures when handling Town information
- All working papers must be retained in accordance with state and federal regulations

¹ Schedule applies to the FY26 and subsequent audits. The AUDITOR is expected to make their best effort to complete the audit as close to this schedule as possible.

9. PRICING STRUCTURE

9.1 Not-to-Exceed Price Requirement

- The auditor must provide a firm, fixed, not-to-exceed price for each year of the initial three-year agreement.
- The not-to-exceed price must be inclusive of all services described in this scope of work, including all labor, materials, travel, and other expenses.
- For the two optional one-year extensions, the auditor must provide maximum percentage increases that would apply if the extensions are exercised.
- Any additional services not covered under the original scope must be approved in writing by the Town before work begins, with a separate not-to-exceed price established for such services.
- The auditor shall submit a detailed fee schedule showing the not-to-exceed price per audit service, including estimated hours by staff level and corresponding hourly rates.
- Fees should be separated by services as follows per fiscal year:
 - Audit of the Town's ACFR
 - Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement System
 - Federal Single Audit
 - State Single Audit
 - The Children's Trust Audit

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The Town of Bay Harbor Islands uses Demandstar (www.Demandstar.com) to administer the competitive solicitation process, including but not limited to soliciting proposals and issuing addenda. There is no charge to register and download the RFP from Demandstar. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Demandstar well before submitting a proposal to ensure familiarity with the use of Demandstar. The Town shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason contemplated.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the Town and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the Town. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the Town under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The Town shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the Town's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the Town which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The Town shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The Town's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the Town.

AUDITOR shall:

1. Keep and maintain public records required by the Town in order to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the AUDITOR does not transfer the records to the Town.
4. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of the AUDITOR or keep and maintain public records required by the Town to perform the service. If the AUDITOR transfers all public records to the Town upon completion of this Contract, the AUDITOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AUDITOR keeps and maintains public records upon completion of this Contract, the AUDITOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The Town deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The Town prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office of the audit team, and primary office location of the audit partner

that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience: Proposer's Qualifications and Experience

Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. Relative size of the firm, including management, technical and support staff; Provide details of past projects for agencies of similar size in Florida and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's Commitment to the government sector. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Also include proof of insurance in this section (actual insurance certificates will be required from recommended Proposer, prior to award).

Describe the firm's experience and performance on comparable government engagements, including recognized ACFR awards of their clients.

Describe the firm's quality control programs and procedures that ensure compliance with the respondent's professional standards review and AICPA standards.

Submit an affirmative statement that the firm is independent of the Town and Pension Plan as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards.

Provide a financial statement, annual report, or other similar evidence of Proposer's financial stability.

The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations specifically related to government auditing services.

4.2.4 Ability of Personnel: Partner, Supervisory/Staff Qualifications and Experience

- a) Identify and provide resumes for staff to be assigned to audit, including information on continuing professional education.
- b) Identify and provide resumes for staff or consultants responsible for ensuring the ACFR complies with the provisions of the ADA, including information on related continuing professional education.
- c) Describe the experience in conducting similar government audits of the individuals to be assigned to the engagement.
- d) Describe the organization of the proposed audit team, including ADA compliance staff or consultants.

4.2.5 Ability to Furnish the Required Services: Similar Engagements

List and rank the five (5) most significant municipal engagements in the last five (5) years

that are similar to the engagement described in this RFP, excluding any engagements with the Town of Bay Harbor Islands, if applicable.

4.2.6 Specific Audit Approach

- a) Proposed schedule of the engagement.
- b) Staffing assignments and levels to be designated to each proposed segment of the engagement.
- c) Sampling techniques.
- d) Extent of use of electronic data processing software.
- e) Analytical procedures.
- f) Approach to be taken to gain and document an understanding of the Town of Bay Harbor Islands' internal control structure.
- g) Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h) Approach to be taken in determining audit samples for purposes of test compliance.
- i) Describe any municipal staff support anticipated for the engagement

4.2.7 Audit Fee

The auditor must provide a firm, fixed, not-to-exceed price for each year of the initial three-year agreement. The not-to-exceed price must be inclusive of all services described in this scope of work, including all labor, materials, travel, and other expenses

4.2.8 Subcontractors

The Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.9 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

C. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

D. Anti-Kick Back Affidavit

This form must be completed and returned with your proposal.

E. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

F. Anti-Human Trafficking

This form must be completed and returned with your proposal.

G. Dispute Disclosure Form

This form must be completed and returned with your proposal.

H. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

I. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

J. Active Status Page from Division of Corporations – Sunbiz.org.

K. Copy of Local Business Tax License(s).

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

- 5.1.1 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of Town Staff, or other persons selected by the Town Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.
- 5.1.2 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.
- 5.1.3 The Town may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- 5.1.4 The final ranking and the Evaluation Committee's recommendation may then be reported to the Town Manager for consideration of contract award.

5.2 Evaluation Criteria

- 5.2.1 The Town uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The Town shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the Town Manager.
- 5.2.2 Cost will not be the primary factor in the selection of an audit firm. As specified in Section 218.391(4)(c), Florida Statutes, the decision to select a firm cannot be based on compensation as the sole or predominant factor.

5.2.3 Weighted Criteria

Experience: Proposer's Qualifications and Experience	25%
Ability of Personnel: Partner, Supervisory/Staff Qualifications and Experience	20%
Ability to Furnish the Required Services: Similar Engagements	20%
Specific Audit Approach	10%
Price or fees for services	25%
Total Points	100%

5.3 Contract Award

The Town reserves the right to award a contract to the Proposer who will best serve the interest of the Town. The Town reserves the right, based upon its deliberations and in its opinion, to accept

or reject any or all proposals. The Town also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION



AGREEMENT FOR EXTERNAL AUDITOR SERVICES

This Agreement made and entered into this XXXXXX day of XXXXXXXX, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation (“Town”) and _____, a Florida Profit Corporation (“Contractor”), (“Party” or collectively “Parties”);

The Town of Bay Harbor Islands desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America. The Town also wants the auditor to express an opinion on the fair presentation of its combined and individual fund, financial statements and schedules in conformity with generally accepted accounting principles.

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an “as-needed” basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for External Auditor Services in accordance with the in response to Request of Proposals No. 4-1027-FN-2025/FVR.

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows

WITNESSETH:

I. DOCUMENTS

The Contract Documents collectively encompass all referenced materials. In the instance of conflicts, ambiguities, or missing specifications or instructions within these Documents, the following prioritization is established:

- A. First Priority: This Agreement dated XXXXXX, 2025, and any corresponding attachments.
- B. Second Priority: Solicitation
- C. Third Priority: Exhibit A Proposal
- D. Fourth Priority: Exhibit B – Annual Engagement Letter (as issued annually).

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the town as , in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

List of services required for External Auditor Services:

Financial Statement Audit

The audit shall include the financial statements of all funds and account groups of the Town, including:

- Governmental activities
- Business-type activities
- Each major fund
- Aggregate remaining fund information
- Related notes to the financial statements

Required Supplementary Information (RSI)

The following RSI shall be subjected to limited procedures:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Schedule of Contributions - Pensions
4. Schedule of Changes in Total OPEB Liability and Related Ratios
5. Budgetary Comparison Schedules

Compliance Examination

The auditor shall perform an examination pursuant to AICPA Professional Standards regarding the Town's compliance with:

- Section 218.415, Florida Statutes, Local Government Investment Policies
- Florida Sunshine Laws related to public records and transparency in government entities
- Other applicable state and federal regulations

Internal Controls Assessment

The auditor shall obtain an understanding of the Town's internal control environment and assess internal controls to the extent required under Generally Accepted Government

Auditing Standards (GAGAS/Yellow Book) for the purposes of audit planning, financial reporting, and compliance. The Town is not requesting an operational audit or a performance audit of internal controls.

The internal control procedures performed shall be limited to those required to:

- Identify and assess risks of material misstatement,
- Consider internal controls relevant to the preparation and fair presentation of the financial statements, and
- Determine the nature, timing, and extent of audit procedures.

No additional testing of operational effectiveness beyond GAGAS requirements is expected or requested.

Federal and State Single Audit (if applicable)

If the Town expends more than \$750,000 on federal awards or state financial assistance during the fiscal year, the auditor shall conduct a Single Audit in accordance with:

- Federal Single Audit Act Amendments of 1996
- 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Florida Single Audit Act
- Chapter 10.550, Rules of the Auditor General, State of Florida
- 3.6 Town of Bay Harbor Islands Employees' Retirement System
- The auditor shall produce the required independent auditors' report for the stand-alone Pension financial statements.
- 3.7 The Children's Trust Audit (If applicable)
- The Children's Trust of Miami – Dade County (TCT) requires providers who are contracted to conduct a comprehensive audit. The independent certified public accounting firm (CPA) must ensure that (1) the audit is conducted by personnel who have the necessary skills; (2) independence is maintained; (3) applicable standards are followed in planning and conducting audits and reporting the results; (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

Special Considerations

- The Town will send its ACFR to the Government Finance Officers Association ("GFOA") of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to draft the ACFR and provide any special assistance to the Town needed to meet the requirements of that program.
- The ACFR shall comply with the provisions of the Americans with Disabilities Act.
- The Schedule of Expenditures of Federal Awards (SEFA) and related auditors' report, as well as the reports on compliance and internal controls are to be issued as part of the annual comprehensive financial report.
- Arbitrage calculation and monitoring services, if required.

AUDITING STANDARDS AND REGULATORY COMPLIANCE

Required Auditing Standards

The audit must be performed in accordance with:

- Generally Accepted Auditing Standards (GAAS) as issued by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (Yellow Book) issued by the Comptroller General of the United States
- Florida Single Audit Act (if applicable)

- Chapter 10.550, Rules of the Auditor General, State of Florida
- Rules of the Florida Department of Financial Services
- Section 218.39, Florida Statutes and other applicable Florida Statutes
- OMB Uniform Guidance

Federal Regulations and Standards

The auditor must ensure compliance with all relevant federal regulations and standards, including:

- Financial Accounting Standards Board (FASB) pronouncements
- Governmental Accounting Standards Board (GASB) pronouncements
- Securities and Exchange Commission (SEC) rules, if applicable
- Internal Revenue Service (IRS) tax laws and regulations
- Other relevant federal laws applicable to municipal entities

Florida State-Specific Regulations

The auditor must ensure compliance with Florida state-specific regulations, including:

- Florida Statutes (F.S.) related to financial reporting and auditing practices
- Requirements set forth by the Florida Auditor General
- Florida Administrative Code provisions applicable to municipal audits
- Florida Department of Financial Services (DFS) regulations

DELIVERABLES

Audit Reports

The auditor shall provide the following reports:

- Independent Auditor's Report on Financial Statements
- Independent Auditor's Report on Internal Control over Financial Reporting and Compliance
- Single Audit Reports (if applicable)
- Management Letter as required by Chapter 10.550, Rules of the Auditor General
- Report on compliance with Section 218.415, Florida Statutes
- **5.2 Additional Deliverables**
- Presentation of audit results to the Town Council and the Pension Board
- Electronic copies of all reports in PDF format
- Adjusting journal entries, if any
- Letter to management detailing findings and recommendations for improvements

TIMELINE AND COORDINATION

Audit Schedule¹

- Interim fieldwork to be completed by October
- Final fieldwork to begin approximately January
- Draft reports to be submitted by March 1st
- Final reports to be issued no later than March 31st

ACFR Submission

The auditor shall assist in ensuring the Town's ACFR meets the standards necessary for submission to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The Town's ACFR will additionally be expected to meet any present

or to-be-established standards for disclosure to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

AUDITOR QUALIFICATIONS

Firm Requirements

- The firm must be licensed to practice public accounting in the State of Florida
- Proposers shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued and shall have a field office in Broward, Miami-Dade or Palm Beach counties.
- The firm must have conducted governmental audits in compliance with Government Auditing Standards within the past three years
- The firm must have experience auditing municipalities and pension plans of similar size and complexity to the Town and Pension
- At least 80% of municipal ACFRs completed by Proposers during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Personnel Requirements

- The engagement partner and manager must be licensed CPAs
- The engagement team must have demonstrated experience in governmental accounting and auditing
- The firm must assign staff with appropriate levels of experience and expertise to complete the audit efficiently and effectively

CONFIDENTIALITY AND SECURITY

- The auditor must adhere to strict confidentiality standards in handling all sensitive and financial information
- The auditor must comply with federal and state privacy regulations
- The auditor must implement appropriate data security measures when handling Town information
- All working papers must be retained in accordance with state and federal regulations

PRICING STRUCTURE

Not-to-Exceed Price Requirement

- The auditor must provide a firm, fixed, not-to-exceed price for each year of the initial three-year agreement.
- The not-to-exceed price must be inclusive of all services described in this scope of work, including all labor, materials, travel, and other expenses.
- For the two optional one-year extensions, the auditor must provide maximum percentage increases that would apply if the extensions are exercised.
- Any additional services not covered under the original scope must be approved in writing by the Town before work begins, with a separate not-to-exceed price established for such services.
- The auditor shall submit a detailed fee schedule showing the not-to-exceed price per audit service, including estimated hours by staff level and corresponding hourly rates.
- Fees should be separated by services as follows per fiscal year:
 - Audit of the Town's ACFR
 - Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement System

- Federal Single Audit
- State Single Audit
- The Children's Trust Audit

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

Annual Engagement Letter and Professional Standards Compliance.

The Parties acknowledge that the Contractor, as an independent certified public accounting firm, is required to issue an annual engagement letter consistent with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (Yellow Book), the Federal Uniform Guidance (2 CFR 200 Subpart F), the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General.

Accordingly, upon each fiscal year audit cycle, the Contractor shall provide the Town with an annual engagement letter or equivalent exhibit setting forth the responsibilities of the Parties as required by applicable auditing standards.

The engagement letter shall be incorporated into this Agreement as **Exhibit B**, and shall not conflict with or modify the terms of this Agreement. In the event of any conflict between the engagement letter and the terms of this Agreement, **the terms of this Agreement shall control.**

The engagement letter may include additional required professional practice language, but shall **not** waive sovereign immunity, public records obligations, Florida law, or expand the Town's indemnification obligations beyond those permitted under Florida law

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice To Proceed given by the Town and shall expire Three (3) years from that date. The Town reserves the right to extend the contract for Two (2) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

IV. COMPENSATION

Proposer shall receive no other (than listed below) compensation or benefits from the Town. Proposer shall pay all of its own expenses incurred in performing the Services except that the Town shall reimburse Proposer for expenses pre- approved in writing by the Town Manager. Town shall pay Not-To-Exceed the amount of \$ _____ to the Proposer for Services as provided hereinabove. The proposer shall submit an invoice once month to the Town as determined by the Services provided. The Proposer shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099, as may be required.

The Provider shall be responsible for the payment of all taxes and withholdings related to the earnings under this Agreement. The Town will report fees earned by the Provider to the Internal Revenue Service on IRS Form 1099, as required.

V. METHOD OF BILLING AND PAYMENT

The Town will accept invoices no more frequently than once per month, but the Town also has the option to accept an invoice for a lump sum payment at the inception of each contract year. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after the Town's receipt of the Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. If, at any time during the contract, the Town shall not approve or accept the Contractor's work product, and agreement cannot be reached between the Town and the Contractor to resolve the problem to the Town's satisfaction, the Town shall negotiate with the Contractor on a payment for the work completed and usable to the Town. If billed monthly, an original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, Town may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Town's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by Town

VI. GENERAL CONDITIONS

A. Indemnification

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall, at its sole cost and expense, indemnify, defend, and hold harmless the Town of Bay Harbor Islands, its elected and appointed officials, employees, agents, and representatives, from and against any and all claims, damages, losses, liabilities, and expenses (including, but not limited to, reasonable attorney's fees, court costs, and fees of other professionals) arising out of, resulting from, or in connection with the performance of External Auditor Services under this Agreement.

This indemnification shall include, but not be limited to:

- (a) Any injury to persons or damage to property arising from the actions or omissions of the Contractor, its employees, agents, or subcontractors in the performance of services under this Agreement.
- (b) Any errors, omissions, or negligent acts in the conduct of financial audits, reviews, or reporting.

- (c) Any breach of the terms, representations, warranties, or covenants of this Agreement by the Contractor.
- (d) Any violation of applicable federal, state, or local laws, regulations, or professional standards related to auditing or governmental accounting.
- (e) Any claims arising from the unauthorized disclosure or misuse of confidential or proprietary information accessed or obtained by the Contractor in the course of performing services.

The obligations under this indemnification shall survive the termination or expiration of this Agreement.

Intellectual Property Indemnity: The Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, agents, and employees from any claims, fines, fees, royalties, or costs arising out of the infringement of any copyrights, trademarks, patents, or other intellectual property rights in connection with the promotion, advertising, or execution of the Art Festival.

Claims and Liens: The Contractor shall promptly pay all claims, losses, liens, settlements, or judgments arising from the above indemnification obligations, including reasonable attorney's fees and associated costs. This includes claims related to the construction, setup, and operation of any physical structures or temporary installations for the Art Festival.

Subcontractor and Supplier Liens: If any subcontractor, supplier, laborer, or materialman of the Contractor, or any person acting for or through the Contractor, files or attempts to file a lien against any property or materials related to the Art Festival, the Contractor agrees to satisfy or remove such liens at its own expense within five (5) days of filing or receipt of notice from the Town. Until such lien or claim is resolved, any amounts owed to the Contractor by the Town may be withheld by the Town as security for the lien resolution. If the Contractor fails to resolve the lien or claim, the Town may, at the Contractor's sole cost and expense, take action to satisfy, remove, or discharge the lien.

Compliance with Florida Statutes: The Contractor and the Town agree that Section 725.06(2), Florida Statutes (2022), as amended or revised, shall govern the extent and limits of the indemnification and hold harmless provisions in this Agreement. Both parties waive any defects in this clause that may conflict with the statutory requirements.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that

possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should

any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all final audit reports, financial statements, management letters, schedules prepared for inclusion in the Town's Annual Comprehensive Financial Report (ACFR), and other deliverables specifically prepared for and provided to the Town under this Agreement shall be the property of the Town.

Notwithstanding the foregoing, the Parties acknowledge that the Contractor's workpapers, audit programs, trial balances, testing documentation, risk assessments, and other supporting audit documentation ("Workpapers") are and shall remain the sole property of the Contractor, and are maintained by the Contractor in accordance with the AICPA Code of Professional Conduct, Government Auditing Standards (Yellow Book), and applicable professional peer review requirements.

Upon reasonable request, the Contractor shall make relevant portions of Workpapers available for inspection by:

- The Town,
- The Florida Auditor General,
- Federal or State agencies providing financial assistance,
- The Contractor's regulatory peer reviewers,

provided that such inspection does not impair Contractor's independence, and that all confidential, proprietary, or personally identifiable information is protected as required by law.

The Workpapers shall not be deemed public records under Chapter 119, Florida Statutes, unless and until such status is required by a court of competent jurisdiction. Nothing in this Agreement shall be interpreted to require the Contractor to provide Workpapers in a manner that would violate AICPA Independence Standards

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Town to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases

of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of TOWN to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to

Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town

Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
5. The contractor shall comply with the requirements of Florida statutes 119.071 to the extent applicable to the contractor. if the consultant has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at telephone number: (305) 866-6241, e-mail address: yhamilton@bayharborislands-fl.gov and mailing address: town clerk, 1030 95th Street Trailer 2, Bay Harbor Islands, FL 33154.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

DD. Anti-Human Trafficking Compliance

As a condition precedent to the effectiveness of this Agreement, and in accordance with applicable federal and state laws, including but not limited to Section 787.06, Florida Statutes (2024), as may be amended or revised, the Contractor and all subcontractors shall comply with all prohibitions against human trafficking and forced labor in the performance of this Agreement.

1. **Affidavit Requirement** – The Contractor shall provide the Town with a sworn affidavit affirming that the Contractor, its employees, agents, and subcontractors do not engage in, support, or knowingly benefit from any form of human trafficking or forced labor, including but not limited to acts prohibited under Section 787.06, Florida Statutes (2024), as may be amended or revised.
2. **Subcontractor Compliance** – The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit affirming compliance with the requirements of this Section. The Contractor shall maintain a copy of each subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
3. **Termination for Violation** – The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has engaged in conduct that violates the prohibitions set forth in Section 787.06, Florida Statutes (2024), as may be amended or revised, shall immediately terminate the contract with such person or entity.
4. **Order to Terminate Subcontractor** – If the Town has a good faith belief that a subcontractor has violated the provisions of this Section, but that the Contractor otherwise complied with this Section, the Town shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall comply with such order without delay.
5. **Effect of Termination** – A contract terminated under this Section shall not be deemed a breach of contract by the Town. If the Town terminates this Agreement for violation of this Section, the Contractor may not be awarded a public contract for at least one year after the termination date. The Contractor shall be liable for any additional costs incurred by the Town as a result of termination of this Agreement.
6. **Flow-Down Requirement** – The Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, requiring all subcontractors to include the same requirements in their respective subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors with the requirements of this Section.

EE. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective

Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

_____ :

Town:

Town Manager
Lindsley Noel
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154

Town Attorney
Skip Miller
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley Noel
Town Manager

By: _____
Interim Evelyn Herbello
Town Clerk

By: _____
Greenspoon Marder LLP
Town Attorney

By: _____

President

SAMPLE AGREEMENT

EXHIBIT A

SAMPLE AGREEMENT

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

Town: State: Zip:

Telephone No.: FAX No.: Email:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title



Price Proposal Sheet

PROPOSER INFORMATION

Company Name _____

Contact Person: _____

Email: _____

Phone: _____

External Auditor Services			
----------------------------------	--	--	--

Initial 3-Year Contract Annual Fee			
---	--	--	--

item	Description	Units of Measure	Unit Price
------	-------------	------------------	------------

1	Year 1 Annual Flat Fee	LS	\$
	Audit of the Town's ACFR	LS	\$
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$
	Federal Single Audit	LS	\$
	State Single Audit	LS	\$
	The Children's Trust Audit	LS	\$

2	Year 2 Annual Flat Fee	LS	\$
	Audit of the Town's ACFR	LS	\$
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$
	Federal Single Audit	LS	\$
	State Single Audit	LS	\$
	The Children's Trust Audit	LS	\$

3	Year 3 Annual Flat Fee	LS	\$
	Audit of the Town's ACFR	LS	\$
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$
	Federal Single Audit	LS	\$
	State Single Audit	LS	\$
	The Children's Trust Audit	LS	\$

SUBTOTAL: Initial 3-Year Contract Annual Fees			\$
--	--	--	----

Additional One-Year Renewal Contract			
item	Description	Units of Measure	Unit Price

4	Year 4 Annual Flat Fee	LS	\$
	Audit of the Town's ACFR	LS	\$
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$
	Federal Single Audit	LS	\$
	State Single Audit	LS	\$
	The Children's Trust Audit	LS	\$

5	Year 5 Annual Flat Fee	LS	\$
	Audit of the Town's ACFR	LS	\$
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$
	Federal Single Audit	LS	\$
	State Single Audit	LS	\$
	The Children's Trust Audit	LS	\$

SUBTOTAL: Additional One Year Renewal Options			\$
--	--	--	----

Additional Services Fee Schedule	
Project Position or Classification	Hourly Rate to Be Charge
Partner	\$
Manager	\$
Senior	\$
Staff	\$
Secretary	\$

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.

Signature (Authorized Signatory)

Title

Date



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E- Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:



**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of _____, a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this ____ day of February, 2025, by _____, as _____ of _____, a Florida limited liability company. He is personally known to me or has produced _____ (Type of Identification) as identification.

(Notary Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

Serial Number, if any



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____day of, 2023, by _____ [name of person], as _____[type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

Firm

Date

Authorized Signature

Print or Type Name and Title



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____



NON-DISCRIMINATION CERTIFICATION FORM

Project Title: External Auditing Services

Solicitation No.: RFP-4-1027-FN-0-2025/FVR

In connection with the submission of this proposal, the undersigned certifies that:

1. The firm and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, marital status, genetic information, veteran status, or any other category protected by applicable federal, state, or local law.
2. The firm and its subcontractors shall comply with all applicable provisions of federal, state, and local equal employment opportunity and non-discrimination laws, executive orders, rules, and regulations.
3. The firm understands that non-compliance with this certification may be considered cause for contract termination or disqualification from future solicitations.

Authorized Representative Certification

By signing below, I certify that I am authorized to make the representations contained herein on behalf of the firm.

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____



Town of Bay Harbor Islands
1030 95th Street
(305) 866-6241

RFP-4-1027-FN-0-2025/FVR

External Auditor Services

ADDENDUM NO. 1

ISSUED: November 20, 2025

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

1- Questions submitted:

Question 1.

Could you provide the audit fee for FY2024?

Answer

The total amount for FY2024 was \$70,330.

Question 2.

Is there an option to perform the audit remotely?

Answer

Yes, the Town will allow remote audit work where feasible. However, certain procedures may require on-site presence, which can be coordinated with Town staff.

Fausto Vargas

Procurement Officer

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



PROPOSAL FOR
Town of Bay Harbor Islands

2025



REQUEST FOR PROPOSAL EXTERNAL AUDITING SERVICES

RFP- 4-1029-FN-2025/FVR

Issued on December 1, 2025

Citrin Cooperman

355 Alhambra Circle, Suite 900
Coral Gables, FL 33134

6550 N Federal Hwy, Floor 4
Fort Lauderdale, FL 33308

Phone: 305.444.0999

Phone: 954.771.0896

Contact: William Benson
Email: bbenson@citrincooperman.com



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EXECUTIVE SUMMARY



December 1, 2025

Fausto Vargas, Procurement Officer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Dear Fausto:

We welcome and appreciate the opportunity to present this proposal to provide external audit services to the Town of Bay Harbor Islands (the “Town”). Our team is passionate about developing strong relationships with each of our clients while delivering unparalleled service. Our objective is to provide quality and timely services that exceed expectations. Our proposed engagement team includes fully dedicated government professionals who will serve the Town throughout the engagement to ensure that **deadlines are met and reports are issued in a timely manner**. We will work with you and your team through all aspects of the engagement outlined in our proposal.

GOVERNMENTAL EXPERIENCE

Citrin Cooperman has been dedicated to the public sector for over 45 years by providing professional services to municipalities, special taxing districts, charter schools and other governmental entities helping many achieve the Certificate of Achievement for Excellence in Financial Reporting. By making the public sector a focus of our firm, we have the technical expertise to keep our clients informed of any upcoming technical pronouncements well in advance. This commitment allows us to deliver an unmatched level of service to our clients, with some municipalities being our client for over forty years.

EXPERIENCED PROFESSIONALS

Our proposed audit team for this engagement has extensive governmental experience, including municipalities comparable to the size and scope of your Town. The professionals assigned to your engagement have exceeded the mandatory continuing professional education requirements and are dedicated to the public sector by working almost exclusively on governmental entities. Because of our time spent working with governments, we are specialists when it comes to the particulars of governmental accounting and the increasing amount of other issues facing many local governments.

EFFICIENT TRANSITION

We have a great deal of experience with transitioning accounts between participating firms and can guarantee a smooth process with minimal disruption to Town staff and operations. We accomplish this with our engagement team’s extensive governmental experience, detailed planning and constant communication with you. We strive to bring additional value by identifying issues that you may not see and to help initiate ideas to enhance your organization. Our objective is to provide value beyond our financial and compliance audits.



SCOPE OF SERVICES

In preparing our proposed audit plan, we reviewed the Town's RFP, prior period available financial statements and the 2025 adopted budget. The following proposal reflects our understanding of your needs and illustrates the approach we will take in providing the professional services required for your Town.

Citrin Cooperman is committed to performing the auditing services within the prescribed time frame as outlined in the Town's request for proposal. We hereby attest to our authority to submit this proposal and to individually bind Citrin Cooperman to perform this audit in accordance with the resulting contract agreement should the firm be selected. This proposal is a firm and irrevocable offer for a period one-hundred and twenty (120) days from the date of the proposal.

The following individual is authorized to make representations for the firm:

William Benson
Citrin Cooperman
355 Alhambra Circle, Suite 900
Coral Gables, Florida 33134
305.444.0999
bbenson@citricooperman.com

Our goal is to provide valuable services and contribute to your success by delivering solutions that are just right for you, all at a very competitive rate. We hope that our client service philosophy, expertise, and reputation for quality will be major factors you consider when evaluating our firm. We would be honored to establish our relationship with your Town.

Very truly yours,



William Benson
Partner
bbenson@citricooperman.com
305.444.0999



Michael Quesada
Managing Director, Engagement Lead
mquesada@citricooperman.com
954.771.0896

"Citrin Cooperman" is the brand under which Citrin Cooperman & company, LLP, a licensed independent CPA firm, and Citrin Cooperman advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & company, LLP and Citrin Cooperman advisors LLC are independent member firms of the Moore north America, inc. (MNA) association, which is itself a regional member of Moore global network limited (MGNL). All the firms associated with MN are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.



EXPERIENCE: PROPOSER'S QUALIFICATIONS AND EXPERIENCE

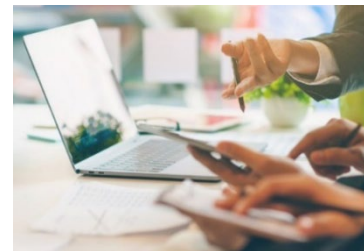
Citrin Cooperman is one of the nation's largest professional services firms. Since 1979, the firm has steadily built their business by helping organizations find practical, actionable solutions to help them meet their short-term needs and long-term objectives. Citrin Cooperman clients span an array of industry and business sectors and leverage a complete menu of service offerings. Citrin Cooperman & Company, LLP, a licensed independent CPA firm that provides attest services and Citrin Cooperman Advisors LLC, which provides business advisory and non-attest services, operate as an alternative practice structure in accordance with the AICPA's Code of Professional Conduct and applicable law, regulations, and professional standards. The entities include more than 450 partners and 3,300 total professionals. The Town will have one partner, one managing director, one manager, one senior and one staff assigned to this engagement.



Our approach ensures our professionals' primary focus stays where it counts - on building long-term client relationships. Our specialized team provides integrated general business consulting, accounting, and tax services to our clients. Rooted in our core values, our mission is to provide a comprehensive approach to traditional services with proactive business insights and guidance for our clients to help address their business and personal goals. We are a full-service professional services firm, and therefore we are well-suited to act as a one-stop shop for all services you need as you continue to grow and evolve. There are a host of industry resources available at Citrin Cooperman. If one of these resources is outside of the core team, we will call upon the firm's specialists to assist.

INTEGRATED APPROACH

Our industry professionals work in concert with our service line professionals to address the complex needs of our clients. The world is changing more rapidly than ever with growing shifts in technology and other pivots in business as a result of the unprecedented challenges we are faced with today. Our advisors are ready to assist with your compliance needs and, more importantly, provide tailored, value-added solutions specific to your industry. The core engagement team will work with the Town bring in the appropriate resources and subject matter specialists to help the Town meet its short-term goals and long-term objectives.



LISTENING TO OUR CLIENTS

Communicating regularly with our clients is an integral part of the foundation of superior service. Our proactive service approach ensures that developing issues will be anticipated, identified, promptly evaluated, and resolved. Fundamental to our approach is regular client communication, accessibility to senior personnel, and the excellence of the people assigned to the engagement.

Citrin Cooperman is committed to listening and identifying clients' expectations and measuring how well we meet or exceed those expectations. The Town will enjoy an empowered, responsive engagement team unencumbered by inaccessible levels of bureaucracy. For you, that means faster issue resolution, same-day responses, and no last-minute surprises.



Your engagement team stays connected to ensure an integrated approach. Listening to our clients and developing solutions tailored to their business needs enables us to build strong relationships. We believe that relationships define our business. Our communication with your management team will be frequent, interactive, and direct. We are committed to providing a level of service to the Town that ensures that all your needs and expectations are being met. We will take the initiative in maintaining effective, open, and timely communication with management throughout the year.

AUDITS IN A REMOTE ENVIRONMENT

Several years ago, Citrin Cooperman began to invest in new technologies in an effort to streamline and automate audit and tax services. In addition, Citrin Cooperman has been a fully paperless provider for a number of years, to the extent possible. The investment in our technology infrastructure and systems were fully enacted, and in some areas, accelerated by the pandemic. As most entities shifted from a brick and mortar work force to a remote or work-from-home workforce, we were able to continue to provide the services and assistance needed for our clients and community in a seamless manner. Our teams understand the need to continue to meet deadlines and compliance requirements, especially in times such as these. In this new world order, communication has never been more imperative.

Our engagement teams are in constant communication, both internally and with your management team members, through the use of periodic check-in times, virtual audit rooms, and virtual face-to-face meetings. Our systems for transmitting data and files electronically are secure and allow for easy record keeping and submission. We utilize Suralink, a secure site for requesting audit support and maintains a solution for sending sensitive data and/or confidential information. You will receive an email from Suralink notifying you that you have been added as a file user, and you will have the ability to upload files into detailed listed requests.

During the audit fieldwork, we employ audio, video, and/or screen sharing programs for communication with you and your team. We will send calendar invitations for various times during the week to catch-up on audit requests and questions, perform inquiries and walkthroughs of key processes related to administration of the Town, and view items available on-screen.



Our performance against Key Buying Factors (KBFs), average of 1-10 scores rated by customers who considered vendor¹

KBF	Importance ²	Core competitors (MM-focused firms)										Big 4		
		National									Global			
		Firm #1 Confidential	Firm #2 Confidential	Firm #3 Confidential	Firm #4 Confidential	Firm #5 Confidential	Firm #6 Confidential	Firm #7 Confidential	Firm #8 Confidential	Firm #9 Confidential				
Has deep industry expertise	29%	7.6	7	7.2	7.4	7.2	7	7.3	7.2	7	7.1	7.7	7	8.2
Has deep expertise on new rules/regulations	26%	7.8	7.1	7.3	7.8	7.4	7.3	7.4	7.6	7.3	7.2	7.9	7.4	8.2
Has the best quality of people	23%	7.7	6.9	7.2	7.6	7.1	6.8	7.2	6.8	6.9	6.8	7.6	6.9	7.7
I have a good relationship with them	23%	8	6.3	6.5	7.3	7	6.8	6.5	7.3	6.9	7.1	7.6	6.6	7.4
Serves as a strategic thought partner	22%	7.6	6.9	6.4	7.1	6.8	7.1	6.9	6.8	6.8	6.9	7.5	6.8	7.7
Has deep advisory capabilities	20%	7.6	6.4	7.1	7.1	7	6.6	7.2	6.8	7.3	6.9	7.6	7.1	8.1
Provides great customer service	18%	8	6.8	7.3	7.6	7	7.4	7.4	7	7.5	7.1	7.5	6.8	7.4
Has transparent, upfront pricing	18%	7.8	6.8	6.8	7.9	7.4	6.8	6.8	7.4	6.6	7.4	7.7	6.8	7.0
Has an excellent brand reputation	16%	7.6	6.8	6.8	7.4	6.8	6.5	7.1	7	7	7.3	7.8	7.1	8.3
Has the lowest pricing	16%	7.2	6.6	6	6.8	6.6	6	6.3	6.7	6.3	6.5	6.7	6.2	5.2
N=		65	30	52	33	42	29	36	45	31	36	51	48	200*

Key takeaways

Customers consistently highlighted Citrin Cooperman's **strong industry expertise, high-caliber staff, and full-team engagement with clients** as key differentiators

Customers also described Citrin Cooperman as a **"trusted advisor" that consistently seeks out interesting solutions** that make sense for their businesses



1. For the following firms, please rate their performance on each dimension from 1 to 10 (1=very poor, 10=exceptional). Ratings reflect feedback from all respondents, not just recent customers
 2. % of respondents who rated the KBF in top 3
 Source: 2024 TAA services B2B customer survey (N=221)

WHY CITRIN COOPERMAN?

We have prepared our proposal in a thoughtful manner, with consideration for the Town's current operational structure, culture, business goals, and initiatives. As the Town looks forward, with its growth potential and unique goals in mind, we see this opportunity to collaborate with you as a chance to offer a fresh perspective. We will never lose sight of your goals.

We understand you are seeking an established firm that 1) understands what is important to its operations, 2) has a partner-led engagement team with a consultative mindset, and 3) who understands your environment and has the sound solutions to help you with your business needs, including, but not limited to audit.

We will focus on providing you with shorter decision-making chains, more senior personnel involvement, a fee that is in line with the organization's operations and an empowered client service team. With over 3,300 employees and multiple offices around the country, Citrin Cooperman has the resources and service lines to support your current and future business operations.



A COLLABORATIVE APPROACH

Citrin Cooperman has a very cohesive government practice in which the industry leaders meet regularly, discuss client issues and projects, and develop a teamwork-oriented approach to brainstorming ideas and solutions.

We will:

- Work with the Town to evaluate operational strategies and business objectives
- Set up meetings as needed to discuss ongoing business issues, update you on what is trending which may affect your town, and provide you with thoughts and guidance in a proactive manner



BRINGING VALUE AND INSIGHTS BEYOND THE FINANCIAL

- A consultative approach and the talent and resources of a dedicated team of highly skilled individuals dedicated to the government sector, who are always on the lookout for potential creative solutions to challenges clients face
- Business advisors who are constantly looking for ways to help you be more efficient and successful
- Access to ongoing partner-level attention with a partner to staff ratio of 1:4, ensuring our partners will be directly involved with the work readily available to act as a sounding board
- Insights gained through our active participation in industry associations connected to government organizations

OUR CLIENT SERVICE APPROACH

Based on our understanding of the Town, here are some of the ways our service approach will allow us to effectively serve you:



Important client of the firm:

We have assembled a strong team consisting of members of firm leadership and will always have a sense of urgency to meet your needs



People:

Your engagement team is technically skilled and readily accessible, with extensive governmental industry experience



Onboarding:

Seamless onboarding that will mitigate the risk of selecting a new firm; we are prepared to begin working upon your request



Results and value:

An appropriate fee based on the Town's size and operations.



REPRESENTATIVE CLIENT LIST

The firm is laser focused on quality and service delivery. While it is of the utmost importance that we at Citrin Cooperman maintain our independence in working with our clients, we work as a team with our clients to get the right answers. This is evident in our ability to maintain long-standing client relationships and establishing a mutual respect for each party's technical skills.

We are proud to provide audit, compliance, and advisory services to a variety of municipalities within our practice. Detailed below is a representative list of entities the firm currently serves. All submitted ACFR's received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Municipality	Total Hours	Funds	Total Revenue
City of Aventura	600	18	\$94,393,000
City of Coconut Creek	620	17	\$132,432,923
City of Cooper City	620	10	\$62,884,000
City of Dania Beach	700	27	\$102,940,206
City of Key West	900	18	\$142,162,437
City of Lighthouse Point	450	11	\$26,623,133
City of Marathon	600	10	\$45,719,513
City of Margate	600	14	\$138,272,000
City of North Lauderdale	500	10	\$74,235,370
City of Plantation	900	16	\$222,359,000
City of Pompano Beach	800	31	\$377,862,000
City of Wilton Manors	400	19	\$44,443,590
Town of Davie	800	22	\$217,621,000
Town of Golden Beach	500	6	\$17,542,912
Town of Southwest Ranches	450	6	\$21,380,608
Village of Indiantown	500	5	\$12,428,683
North Springs Improvement District	300	22	\$51,439,073
Hillsboro Inlet District	250	1	\$2,250,036
Key Largo Fire Rescue and EMS District	250	1	\$4,635,845

QUALITY CONTROL PROGRAMS

Our firm participates in the American Institute of Certified Public Accountants Peer Review Program and we have received unmodified opinions with no letter of comments on all of our previous peer reviews. We have provided the most recent quality control review documentation as **Appendix A**. This quality control review included a specific review of governmental audit workpapers, financial statements and reports.



The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations specifically related to government auditing services.

Because our firm performs a substantial number of "Yellow Book" type engagements, we routinely receive desk reviews from various State of Florida departments (DCF, FDOT or DOEA). We have had no field reviews during the last three years, and we are not aware of any disciplinary action ever taken or now pending against our firm or any of our professional accounting staff. In the normal course of Citrin Cooperman's business as a national accounting firm, Citrin Cooperman may be made a party to litigation alleging various common law and statutory violations. While Citrin Cooperman expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Citrin Cooperman does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

PROOF OF FINANCIAL STABILITY

We have provided proof of our financial stability in **Appendix B** of this proposal.

INDEPENDENCE

Citrin Cooperman is independent of the Town of Bay Harbor Islands and its Pension Plan as defined by generally accepted auditing standards.



LICENSE TO PRACTICE IN FLORIDA

Citrin Cooperman is properly licensed in the State of Florida by the Department of Professional Regulation. Our license number is AD64727. Further, all members of the firm that are designated as Certified Public Accountants are properly licensed in the State of Florida. Our Miami office is located at 355 Alhambra Circle, Suite 900 in Coral Gables.



Ron DeSantis, Governor Melanie S. Griffin, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CITRIN COOPERMAN & COMPANY LLP
50 ROCKEFELLER PLAZA
NEW YORK NY 10020

LICENSE NUMBER: AD64727

EXPIRATION DATE: DECEMBER 31, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/30/2023

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Local Business Tax Receipt
Miami-Dade County Office of The Tax Collector
- THIS IS NOT A BILL - DO NOT PAY



7392251

RECEIPT NO.
RENEWAL
7688998

BUSINESS NAME/LOCATION
CITRIN COOPERMAN
ADVISORS LLC
355 ALHAMBRA CIR STE 900
CORAL GABLES, FL
33134-5028



OWNER
CITRIN COOPERMAN ADVISORS LLC 212
C/O ALLISON BRACK MGR

SEC. TYPE OF BUSINESS
CONSULTANT

1

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**
60.00 08/11/2025
FPPD21-25-006062



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business. The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276. For more information, visit mdctaxcollector.gov



ABILITY OF PERSONNEL: PARTNER, SUPERVISORY/STAFF QUALIFICATIONS AND EXPERIENCE

We have put together a team of professionals in a thoughtful manner, taking into consideration the information provided at this time. William (Bill) Benson will take the role of engagement partner and will be your main contact accordingly. Combined with our extensive familiarity working with municipalities like yours, our collaborative service team has been constructed to provide timely and practical support. Should we have the opportunity to further assess and discuss your short-term goals and long-term objectives, Bill will work with you to bring in additional resources as needed. **Core Leadership Team Biographies can be found beginning on page 11 of this proposal.**



We have charted out for you a visual representation of the core engagement team that will be supporting the Town and their respective roles on the engagement. Our professionals each bring extensive experience serving clients of your size/structure and have a strong understanding of the industry.



ADDITIONAL SUPPORT STAFF & SPECIALISTS, AS NECESSARY.

There are a host of additional industry resources available at Citrin Cooperman. If one of these resources is outside of the core team, we will call upon the firm’s specialists to assist. If you decide to engage our firm experts for services outside the scope of work, we will estimate the cost in advance and will provide you with an estimate for each project.





WILLIAM G. BENSON

**AUDIT
PARTNER**

Partner, Citrin Cooperman
Advisors LLC
Partner, Citrin Cooperman &
Company, LLP

bbenson@citrincooperman.com
305.444.0999

Bill is a partner based out of Citrin Cooperman’s South Florida offices. Bill is an experienced professional with over 40 years of experience in accounting.

Bill is a CPA, and helps businesses, governmental agencies, and not-for-profit organizations with management consulting, compilations, reviews, and audits. His specialties include preparing financial forecasts and projections, accounting system reviews to improve operating efficiencies and internal controls, debt refinancing and structured finance transactions, tax planning and consequences of alternative business strategies, and tax planning for income and estate tax purposes.

Prior to Citrin Cooperman, Bill was a partner at Keefe McCullough, which was acquired by Citrin Cooperman in 2024.

EDUCATION & LICENSES

Bachelor of Science in Business Administration and Accounting, Washington and Lee University

Certified Public Accountant in the State of Florida

Certified Public Accountant in the State of Tennessee

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

Member, Florida Government Finance Officers Association (FGFOA)

GOVERNMENT WORK

- Broward County League of Cities, Inc.
- City of Aventura, Florida
- City of Coconut Creek, Florida
- City of Hollywood (Internal audit)
- City of Key West, Florida
- City of Marathon, Florida
- City of Margate, Florida
- City of Miami, Florida
- City of Plantation, Florida
- City of South Miami, Florida
- City of Weston, Florida
- Islamorada, Village of Islands, Florida
- The Town Foundation, Inc.
- Town of Southwest Ranches, Florida
- Village of Pinecrest, Florida



CPE	Hours (3 Years)
Government	88
Other (accounting, auditing, technical and behavioral)	27
TOTAL	115


Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC0013791 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

BENSON, WILLIAM GLENN
 KEEFE, MCCULLOUGH & CO
 10843 NW 2ND STREET
 PLANTATION FL 33324



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MICHAEL QUESADA
MANAGING DIRECTOR
ENGAGEMENT LEAD

mquesada@citricooperman.com
 954.771.0896
 305.444.0999

Michael is a managing director of Citrin Cooperman’s Audit and Attest Practice and based in the Fort Lauderdale office. Michael is an experienced professional with over 19 years of accounting and auditing experience focused primarily in the public sector.

Michael is a CPA and has extensive experience overseeing the engagements of governmental entities, not-for-profit organizations, and other for-profit businesses with management consulting and compilations, reviews, and audits of their financial statements. He also brings valuable governmental finance and operational knowledge as he has served as a Deputy Finance Director for two municipalities in South Florida. He has supervised audit engagements of large and complex governmental entities. He specializes in internal control assessments, compliance audits, and preparing Comprehensive Annual Financial Reports (ACFRs) for governmental entities. Prior to Citrin Cooperman, Michael was a manager at Keefe McCullough, which was acquired by Citrin Cooperman in 2024.

EDUCATION & LICENSES

Bachelor's Degree in Accounting, Florida Atlantic University

Certified Public Accountant in the State of Florida

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Government Finance Officers Association (FGFOA)

GFOA Special Review Committee


GOVERNMENT WORK

- Broward County
- Miami-Dade Transit Authority
- Village of Pinecrest
- City of North Miami
- City of North Miami Beach
- City of Sunrise
- Town of Miami Lakes
- Broward Sherriff’s Office
- Town of Surfside
- City of Parkland
- Performing Arts Center Authority
- City of Miramar
- City of Hialeah
- Village of Key Biscayne
- City of South Miami
- City of Doral
- City of Lauderdale Lakes
- Florida City
- City of Weston
- City of Dania Beach

CPE	Hours (3 Years)
Government	36
Other (accounting, auditing, technical and behavioral)	49
TOTAL	85





Ron DeSantis, Governor	Melanie S. Griffin, Secretary
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ACCOUNTANCY	
LICENSE NUMBER: AC48079	EXPIRATION DATE: DECEMBER 31, 2025
THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES	
QUESADA, MICHAEL 8310 SW 44TH COURT DAVIE FL 33328	
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SAMUEL JOSEPHER
AUDIT MANAGER

sjosepher@citricooperman.com
305.444.0999

Based in Fort Lauderdale, Sam is a highly experienced auditor with over a decade of experience in conducting both internal and external audits for state, city, and county governments. In an external audit capacity, Sam specializes in the audits of the basic financial statements that are contained in Annual Comprehensive Financial Reports (ACFR) as well as performing single audits under Uniform Guidance. In internal audit capacity, Sam is highly skilled in performing risk assessments to streamline audit procedures to focus on high-risk areas and delivering valuable recommendations to enhance governmental processes.

As a Certified Public Accountant (CPA) and Certified Internal Auditor (CIA), Sam applies a deep understanding of financial reporting to emphasize the importance of accuracy, compliance, and transparency. Sam is committed to providing quality audit services that strengthen financial oversight and operational integrity within government entities.

EDUCATION & LICENSES

Bachelor's Degree in Accounting, University of Central Florida

Master's Degree in Accounting, Florida Atlantic University

Certified Public Accountant in the State of Florida

Certified Internal Auditor

AFFILIATIONS

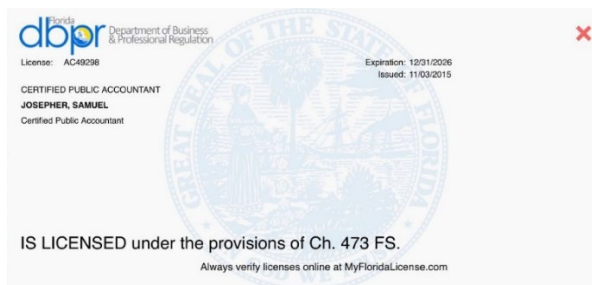
Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

GOVERNMENT WORK

- City of Dania Beach
- City of Weston
- City of Delray Beach
- Broward County
- City of Miami Beach

CPE	Hours (3 Years)
Government	24
Other (accounting, auditing, technical and behavioral)	80.5
TOTAL	104.5





SARDOU MERTILUS

**RELATIONSHIP
PARTNER**

Partner, Citrin Cooperman
Advisors LLC
Partner, Citrin Cooperman &
Company, LLP

smertilus@citricooperman.com
305.444.0999

Sardou is a partner in Citrin Cooperman’s Audit and Attest Practice and is based out of the firm’s Fort Lauderdale, FL office. Sardou is an experienced professional with over 15 years in public accounting, applying accounting standards issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB) to ensure compliance and deliver exceptional results for his clients.

Sardou is a CPA that has extensive experience auditing large counties, cities, school districts, universities, and diverse not-for-profit organizations. Sardou serves as a valuable resource, guiding clients through complex transactions, evaluating internal controls, and providing strategic insights to enhance operational effectiveness and financial transparency. Beyond his technical expertise, Sardou takes pride in giving back to the local community through volunteering, fostering meaningful connections, and supporting initiatives that make a positive impact. Prior to Citrin Cooperman, Sardou worked at a national provider of assurance, tax, and consulting services as a senior manager.

EDUCATION & LICENSES

Bachelor of Accounting, Florida International University

Certified Public Accountant in the States of Florida and Georgia

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Member, Florida Institute of Certified Public Accountants (FICPA)

GOVERNMENT WORK

- City of Marathon, Florida
- City of Miami, Florida
- City of Miami Beach, Florida
- City of Fort Lauderdale, Florida
- City of North Miami, Florida
- City of Coral Gables, Florida
- City of Tamarac, Florida
- City of Lighthouse Point, Florida
- City of Plantation, Florida
- City of Plantation, Florida
- City of Hialeah, Florida
- City of Coral Springs, Florida
- City of Hollywood, Florida

CPE	Hours (3 Years)
Government	57.5
Other (accounting, auditing, technical and behavioral)	47.5
TOTAL	105






Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

LICENSE NUMBER: AC51675 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

MERTILUS, SARDOU
6528 SW 26 ST
MIRAMAR FL 33023



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PHILIP MARCIANO

**ENGAGEMENT QUALITY
REVIEWER**

Partner, Citrin Cooperman
Advisors LLC
Partner, Citrin Cooperman &
Company, LLP

pmarciano@citrincooperman.com
212.697.1000

Phil is a partner in the firm’s New York City office and is recognized as a national resource for government and not-for-profit accounting and federal single audits (Uniform Guidance). He has audited various types of governmental entities such as towns, counties, villages, schools, libraries, other special purpose entities and component units, and various types of not-for-profit organizations.

Prior to Citrin Cooperman, Phil was a shareholder at national financial and employee business services provider where he served as the Government Services Practice Leader for the firm’s Metro New York Not-For-Profit and Government Practice.

EDUCATION & LICENSES

Bachelor of Business Administration in Accounting, Dowling College

Certified Public Accountant in the State of New York

Certified Government Financial Manager (CGFM)

AFFILIATIONS

Member, American Institute of Certified Public Accountants (AICPA)

Board Member, New York State Society of Certified Public Accountants (NYSSCPA)

- Not-for-Profit Organizations Committee
- Governmental Accounting and Auditing Committee





FELIX RAMIREZ

**INFORMATION
TECHNOLOGY**

Partner, Citrin Cooperman
Advisors LLC

framirez@citrincooperman.com
212.697.1000 x3532

Felix Ramirez is a partner in the firm's New York office and the IT Audit Services leader. He is an experienced professional with a wide range of experience in management consulting, risk advisory and audit services, focused primarily on financial services organizations. Felix has demonstrated leadership effectiveness in project management, human capital development, and client relations and is a strategic thinker with strong operations and process analysis capabilities.

Throughout his career, Felix has worked with Fortune 500 global organizations in the areas of integrated audit, IT risk management, IT internal audit, financial statements audit, IT governance, compliance, and third party reporting (SOC reporting). He assists major global clients in banking and capital markets, asset management and insurance, with risk assessments, compliance optimization, and assurance matters.

In previous roles at big 4 accounting firms, Felix served as SOC Reports Champion and strengthened their audit and assurance practices by incorporating IT-related audit and advisory services, effectively leveraging SOC reports as part of external financial audits, and developing professional development programs in conducting SOC examinations. He also provided IT risk and controls guidance to the firms' leadership, supervised internal audit and IT risk engagements at client organizations, and provided expert advice on assessing technology risks and controls for critical activities and business processes.

EDUCATION & LICENSES

Bachelor's Degree in Mathematics and Computer Programming, UNPHU - Santo Domingo, Dominican Republic

Master's Degree in Business Administration, PUCMM - Santo Domingo, Dominican Republic

Certified Information Systems Auditor (CISA)

Certified in Risk and Information Systems Control (CRISC)

Certified in the Governance of Enterprise IT (CGEIT)

AFFILIATIONS

Member, American Institute of Certified Public Accountants



ABILITY TO FURNISH THE REQUIRED SERVICES: SIMILAR ENGAGEMENTS

Below are some of our engagements, all of which require the full ACFR preparation, performed in the last five years:

City of Plantation, Florida	
NAME	Ms. Anna Otiniano, Director of Financial Services
TELEPHONE	954-797-2229
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	1994 through Present
TOTAL HOURS	900
ENGAGEMENT PARTNERS	William G. Benson
City of Pompano Beach, Florida	
NAME	Ms. Allison Feurtado, Finance Director
TELEPHONE	954-786-4600
SCOPE OF WORK	Annual financial and compliance audits of the City
DATE	2021 through Present
TOTAL HOURS	800
ENGAGEMENT PARTNERS	Stephen P. Emery
Town of Davie, Florida	
NAME	Mr. William W. Ackerman, Budget and Finance Director
TELEPHONE	954-797-1050
SCOPE OF WORK	Annual financial and compliance audits of the Town
DATE	2013 through Present
TOTAL HOURS	800
ENGAGEMENT PARTNERS	Stephen P. Emery
Town of Southwest Ranches, Florida	
NAME	Mr. Emil C. Lopez, Finance Director
TELEPHONE	954-434-0008
SCOPE OF WORK	Annual financial and compliance audits of the Town
DATE	2019 through Present
TOTAL HOURS	450
ENGAGEMENT PARTNERS	Stephen P. Emery



SPECIFIC AUDIT APPROACH

AUDIT APPROACH

Audit and assurance services are provided by Citrin Cooperman & Company, LLP.

PLANNING

- We obtain a comprehensive understanding of the Town's operations, control environment, accounts and information systems, and identify critical areas of risk. We plan the audit timetable together.

EVALUATION OF INTERNAL CONTROLS

- We evaluate the design of the Town's internal controls over financial reporting for each significant transaction cycle. Based on the results, we determine the extent of our testing of your internal controls to supplement our audit plan, which reduces substantive procedures.

RISK ASSESSMENT

- We use our understanding of your internal controls and operations to identify the inherent audit risks and strengths of the Town's business and information systems. Our evaluation will focus on the design and implementation of the Town's general IT controls, including those over access to programs and data, program changes, and computer operations. By assessing these controls, we aim to identify and evaluate the risks associated with the Town's IT systems and determine their effectiveness. This process will enhance our understanding of how information related to significant transactions, account balances, and disclosures flows through the entity's information system. Ultimately, this will ensure that the IT environment supports reliable financial reporting and compliance with relevant standards. Through this risk assessment, we can tailor our audit approach to concentrate on key areas, ensuring a focused and efficient audit process.

SUBSTANTIVE TESTING

- We use innovative audit software as part of substantive testing. This enables us to retrieve information from your data files, if needed, without affecting the integrity of the data; perform data analytics; and analyze a large portion of data sets.

CONCLUDING AND REPORTING

- Our audit will be planned and executed to meet your requested reporting deadlines. Drafts of all our reports, required communications, and management comment letters will be provided to management for input shortly after fieldwork is concluded.

We will tailor our audit process to the Town and bring in firm specialists, which can often result in efficiencies and process-improvement opportunities for your business. Our partners will deliver proactive ideas, and provide the personal, hands-on attention required to help our clients achieve their goals.

OUR SERVICE WILL INCLUDE:

- Comprehensive planning, tailored to the Town's needs and preferences, and project management
- Strong interaction with management and consistent communication throughout the process
- A highly experienced engagement team and responsive support from specialists, as necessary
- Significant partner and director involvement throughout the entire audit process
- Innovative technologies that streamline the process and reduce costs
- Insights and best practice sharing, ranging from emerging accounting and tax issues to industry trends
- Assistance and consulting on accounting transactions while maintaining our independence



UNIFORM GUIDANCE

An authoritative set of rules and requirements for federal awards that synthesizes and supersedes guidance from earlier OMB circulars.

It is applicable to new and incremental federal grant awards issued on or after December 26, 2014.

Our proposed team members have a thorough knowledge of the compliance requirements covered under Uniform Guidance. Our approach to conducting single audits is straightforward and unambiguous. We plan and coordinate the Uniform Guidance compliance procedures in conjunction with the general purpose financial statements. In that regard, we have developed an efficient approach that we use with our clients. The procedures we perform, relevant to your organization’s compliance with federal requirements, will be consistent with the guidance provided in the OMB Compliance Supplement.

Annually, we perform financial, compliance, and performance audits in accordance with generally accepted auditing standards and guidelines set forth by the American Institute of Certified Public Accountants (AICPA) and the Government Accountability Office (U.S. GAO). Those audits are usually designed to ensure that the subject of the audit complies with applicable cost principles and standards promulgated by the Government Accounting Standards Board and Financial Accounting Standards Board. Citrin Cooperman prides itself on the efficiency and effectiveness of its audit methodology for entities receiving government grants, awards, contracts, and other backing.



AICPA GOVERNMENTAL AUDIT QUALITY CENTER (GAQC)

We are members of the AICPA Governmental Audit Quality Center (GAQC) and believe our involvement with the GAQC demonstrates our commitment to audit quality in the critical area of governmental audits, including those performed under Uniform Guidance. Membership in the AICPA GAQC requires technical training for professionals who perform governmental audits, participation in a governmental peer review program, and establishment of programs and policies to ensure all governmental audit teams are current on professional standards and Uniform Guidance requirements. Membership in the GAQC is not a requirement for all firms performing government audits. Citrin Cooperman has elected membership in order to ensure the highest level of quality control in our audit practice and to ensure that we comply with all updates and developments related to governmental auditing.



AUDIT PLANNING

Our engagement team is composed of professionals who ensure a complete perspective on relevant risks and issues. The result is an efficient audit that helps you anticipate and prevent risks and related financial statement misstatements rather than only “find and fix” errors.

During the planning phase, we will further increase our familiarization with your organizational and reporting structure, your key business processes, and your audit risks to heighten the efficiency of the audit.

RISK ASSESSMENT

As part of the audit planning process, we will meet with key financial and executive personnel of the Town to review your strategic goals, objectives, business plan, and risk areas.

Our primary responsibility is to provide the Town with a high-quality, cost-effective audit. Our approach is based on a risk-assessment orientation. Before any detailed procedures are performed, we spend considerable time evaluating the overall environment in which each entity operates, as well as its internal control structure.

In making an overall risk assessment, we also consider factors such as the historical accuracy of internal financial reporting, industry trends, management turnover, the soundness of the Town’s financial condition, the emphasis placed by management on a positive control environment, and the overall design of the accounting system.

EVALUATION OF INTERNAL CONTROLS

To develop an appropriate audit plan (one that reduces the audit risk to an appropriate level), we must understand the entity and the environment in which it operates, including its internal controls. We use this understanding of internal controls to:

- Identify the types of misstatements that could occur
- Evaluate the internal control deficiencies that may increase the risk of material misstatement
- Design internal control testing strategies

During the process of evaluating internal controls and designing a detailed audit plan, we assess the control environment and related specific controls, including:

- Corporate governance
- Monitoring
- Financial reporting processes
- IT, including computer operations security application modification
- Significant financial statement accounts, transactions and processes

Based on this evaluation, we could potentially develop procedures to test controls within significant accounting cycles, which may allow us to reduce detailed substantive audit procedures in specific areas.

SUBSTANTIVE TESTING APPROACH

Based on the results of our risk assessment and other planning procedures, our audit procedures will focus on areas most critical to the Town’s activities and operations.

SAMPLING DURING TESTS OF COMPLIANCE

When testing compliance, Citrin Cooperman staff members review the affected agreement in detail to identify specific compliance attributes for purposes of drawing samples for evaluation. Once the attributes are identified and categorized based on subjective criteria, Citrin Cooperman utilizes adopted AICPA standardized procedures for developing sample sizes for testing.

AUDIT – EXTENT OF SAMPLING

Sampling is a technique used during the different stages of the audit to gather evidence and test balances as deemed necessary based on risk assessment and other factors affecting the audit. Citrin Cooperman utilizes standardized procedures and techniques for developing sample sizes adopted by the AICPA for all audit engagements. Citrin Cooperman attempts to follow the strongest source of audit evidence such as observation and balance confirmation prior to undertaking sampling. Furthermore, sampling is utilized when a select sample is considered representative of the remaining balance.



CONCLUDING AND REPORTING

Following the completion of the audit, we will issue the following reports as applicable:

- A report on the fair presentation of the Town’s financial statements in conformity with accounting principles generally accepted in the United States of America.
- A management comment letter describing recommendations on internal control over financial reporting, identifying control deficiencies, areas for improvement, and other business implication matters.
- Required communications to management and to those charged with governance.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

The proposal should identify and describe any anticipated potential audit problems, the firm’s approach to resolving these problems and any special assistance that will be requested from the Town of Bay Harbor Islands.

At this time, we are not aware of any potential audit problem areas. If selected, we will communicate any potential problem areas we become aware of during the audit. At that time, we would outline our approach to resolving such problem areas and the level of assistance necessary from the Town’s personnel.

AUDIT STAFF HOURS BREAKDOWN

	Partner	Manager	Senior	Staff	Total	
Planning	8	17	29	30	84	12%
Evaluation of Internal Controls	11	21	37	36	105	15%
Risk Assessment	13	25	44	44	126	18%
Substantive Testing	31	62	108	107	308	44%
Concluding and Reporting	8	15	27	27	77	11%
Total Hours	70	140	245	245	700	
Percentage of work	10%	20%	35%	35%	100%	



AUDIT TIMELINE

We are committed to providing the appropriate resources, experience and efficient processes for the audit of the Town. We understand the importance of the Town’s deadlines and are committed to issuing final reports as outlined in the timeline below.

PHASE	TIMING	DETAILS
Transition	December	<ul style="list-style-type: none"> • Citrin Cooperman client independence and acceptance procedures • Engagement letter signed
Planning	December-January	<ul style="list-style-type: none"> • Conduct internal client service team meeting • Meet with management to: <ul style="list-style-type: none"> - Confirm expectations and discuss business risks - Discuss scope of work and timetable - Identify current-year audit issues and discuss recently issued accounting pronouncements - Coordinate fieldwork timing • Develop an audit plan that addresses risk areas and meets management’s expectations
Developing an understanding of internal controls and audit procedures	December-January	<ul style="list-style-type: none"> • Document the existing controls environment • Evaluation of internal controls and IT processes • Review significant accounting policies and key contractual documents • Adjust audit plan and coordinate with the Town’s staff based on the results of the documented controls environment • Prepare request list of documents to be provided by the Town
Advanced/interim procedures	December-January	<ul style="list-style-type: none"> • Internal control documentation • Review of significant transactions
Audit fieldwork	January-February	<ul style="list-style-type: none"> • Fieldwork • Procedures: <ul style="list-style-type: none"> - Substantive testing - Analytical review - Account analysis - Detailed test work • Perform/update control evaluation, as necessary • Meet with management to discuss results, financial statements and other required communications
Deliverables	March	<ul style="list-style-type: none"> • Issue final audit report • Present audit results to management • Provide the Town with business and accounting recommendations











TECHNOLOGY

To better serve our clients, Citrin Cooperman has embraced technology to increase our efficiency and effectiveness. Our automated and paperless approach provides efficiencies in the process that are geared to minimize the impact of the audit on your accounting staff. We use a file exchange portal for the transfer of all electronic documents to maintain security of confidential information, as well as to facilitate accessibility of workpapers, accounting records and documents to all members of the team. All team members maintain remote access connectivity with our firm network throughout the engagement process to securely share information and address issues as they arise. These tools assist us in performing the various tasks of the audit process as efficiently and effectively as possible.

SOFTWARE

The following is a sample of the software currently used by the firm in the delivery of our services:

	<p>CaseWare/CaseView is our engagement document management software that serves as an electronic binder to keep our documents for each engagement well organized and secure.</p>		<p>Axxess is a tax compliance and preparation solution that has thousands of forms and automatically calculates formulas and schedules for federal, state, county, and Town tax returns.</p>
	<p>CCH Axxess Document electronically organizes and stores all types of client documents and business communications in one place to support a true paperless work environment.</p>		<p>Suralink is an automated document exchange and request list management solution built specifically for auditors. Now you can create, manage, track, and share documents with clients and other stakeholders in your firm easily and efficiently. Suralink ensures that your audit is always on track so you can spend your time on the interactions that matter.</p>
	<p>The XCM Solutions productivity enablement and workflow platform has become a key piece of the technology equation for tax, accounting, and finance organizations as they move toward a real-time, on-demand environment.</p>		<p>PPC Checkpoint Tools are a critical part of our workflow to utilize the comprehensive features available for specialized industry engagements, general accounting, auditing, and tax, and more.</p>
	<p>IDEA data analysis software is a data extraction tool that can effectively and efficiently analyze and evaluate information obtained from client records.</p>		<p>PPC's SMART Practice's functionality provides advanced audit and accounting products to help our accountants truly tailor and specialize their services to the different industries we serve.</p>
	<p>Validis' DataShare is a platform for automating many of the year-end processes by collecting all of the transactional detail from our clients' accounting platform and providing this data to us for instant analysis. By utilizing Validis, we are reducing the number of hours our clients spend in preparing for the audit or attestation services by eliminating many of the items on our year end request list.</p>		<p>MindBridge, the world's leading AI powered financial risk discovery platform with the aim of further enhancing digital audit.</p>



AUDIT FEE

We believe that fees should be commensurate with the time involved and the value of the services rendered. Our approach is designed to deliver value-added, cost-effective professional services. With all new clients, there are start-up costs related which we will absorb as part our commitment to the Town.

As we become more familiar with your operations and feel the need to recommend additional services, we will raise those issues with you. If you decide to engage our firm for these or other services, we will estimate the cost in advance and will provide you with an estimate for each project.

The proposed fees are based upon our desire to establish a relationship with you, a clear understanding of the resources required to meet your needs, and our commitment to technical excellence. Our proposed fees are as follows:

SERVICES	SUBTOTAL
Initial 3-Year Contract Annual Fees	\$252,900
Additional One Year Renewal Options	\$180,400

Please see our detailed price break down on the price proposal sheet included in our **Required Forms** section.

ASSUMPTIONS AND EXPENSES

The fee quoted assumes there will be no significant change in the nature, size, or structure of the existing operations of Town and the books and records are in reasonably good order. In light of the current accountancy environment, our fee also assumes there will be no significant change in the scope of auditing standards and accounting principles generally accepted in the United States of America.

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 6% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, and clerical assistance.

If additional services are required that are not part of the above scope of services, Citrin Cooperman will develop a fee quote using our standard hourly rates.

CLIENT ACCEPTANCE

Prior to accepting any clients, we are required by both the accounting profession and our own policies to perform certain pre-acceptance procedures. Although we do not anticipate any problems with the process, our acceptance of the Town as a client is dependent upon the successful completion of these procedures.



SUBCONTRACTORS

Our firm does not currently work with any subcontractors. Citrin Cooperman will be responsible for the entirety of the engagement if awarded.



REQUIRED FORMS

The required forms from the **Request for Proposal** can be found on the subsequent pages.

- A. Proposal Certification**
- B. Non-Collusion Statement**
- C. Non-Discrimination Certification Form**
- D. Anti-Kick Back Affidavit**
- E. E-Verify Affirmation Statement**
- F. Anti-Human Trafficking**
- G. Dispute Disclosure Form**
- H. Sample Insurance Certificate**
- I. W-9 for Proposing Firm**
- J. Active Status Page from Division of Corporations – Sunbiz.org**
- K. Copy of Local Business Tax License(s)**



BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted before prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

Town: State: Zip:

Telephone No.: FAX No.: Email:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	11/20/2025				

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)


Signature

Date

Title



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor. Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

Name

Relationships

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.



NON-DISCRIMINATION CERTIFICATION FORM

Project Title: External Auditing Services
Solicitation No.: RFP-4-1027-FN-0-2025/FVR

In connection with the submission of this proposal, the undersigned certifies that:

1. The firm and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, marital status, genetic information, veteran status, or any other category protected by applicable federal, state, or local law.
2. The firm and its subcontractors shall comply with all applicable provisions of federal, state, and local equal employment opportunity and non-discrimination laws, executive orders, rules, and regulations.
3. The firm understands that non-compliance with this certification may be considered cause for contract termination or disqualification from future solicitations.

Authorized Representative Certification

By signing below, I certify that I am authorized to make the representations contained herein on behalf of the firm.

Company Name: Citrin Cooperman and Company, LLP
Authorized Representative Name: William Benson
Title: Partner
Signature: William Benson CPA
Date: 11-20-25



ANTI-KICKBACK AFFIDAVIT

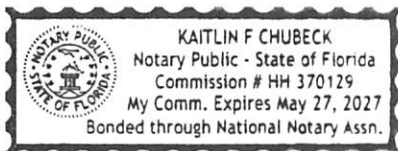
STATE OF FLORIDA)
)
COUNTY OF Broward)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: William Benson, CPA
Title: Partner

The foregoing instrument was acknowledged before me this 20 day of, November, 2025, 2023, by William Benson [name of person], as Partner [type of authority], for Citizen Congressman [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:



Kaitlin F. Chubeck
Notary Public – State of Florida
Kaitlin F. Chubeck
Print or Type Commissioned Name

Personally Known X OR Produced Identification _____ Type of Identification Produced _____



E-VERIFY AFFIRMATION STATEMENT

RFQ/Bid /Contract No:

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:



**NONGOVERNMENTAL ENTITY
HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Citrin Cooperman and Company, LLP, a Florida limited liability company, and attest that said entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

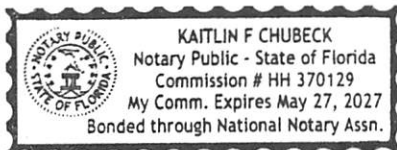
By: William Benson, CPA
Name: William Benson
Title: Partner

STATE OF FLORIDA

COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization this 20 day of ~~February~~ ^{November}, 2025, by William Benson, as Partner of Citrin Cooperman a Florida limited liability company. He is personally known to me or has produced _____ (Type of Identification) as identification.

(Notary Seal)



Kaitlin F. Chubek
Signature of Notary Public

Kaitlin F. Chubek
Print, Type or Stamp Name of Notary

HH 370129
Serial Number, if any



DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

Citrin Cooperman & Company, LLP

Firm

William Benson CPA
Authorized Signature

11-20-25

Date

William Benson, Partner

Print or Type Name and Title



Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: November 20, 2025

Signed: William Benson, CPA

Entity: Citrin Cooperman and Company, LLP

Name: William Benson

Title: Partner

STATE OF Florida
COUNTY OF Broward

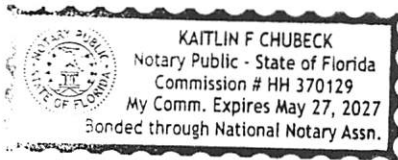
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20 day of November, 2025, by William Benson, as Partner for Citrin Cooperman, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Kaitlin F. Chubek

State of Florida at Large (Seal)

Print Name: Kaitlin F. Chubek

My commission expires: 5-27-27



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>CITRIN COOPERMAN & COMPANY LLP</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>50 ROCKEFELLER PLAZA</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>NEW YORK, NY 10020</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	2	-	2	4	2	8	9	6	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Mayer M. K...</i>	Date <i>1/8/25</i>
------------------	---	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



[Previous on List](#) . [Next on List](#) . [Return to List](#) .

[No Filing History](#) . [No Authority Info](#) . [No Partner Info](#) . [No Name History](#)

Partnership Name Search

Submit

Partnership Detail

Limited Liability Partnership Name

CITRIN COOPERMAN & COMPANY,LLP

Principal Address

50 ROCKEFELLER PLAZA
NEW YORK, NY 10020
Change Date: NONE

Filing Information

Document Number	LLP230002133
FEI/EIN Number	NONE
File Date	07/28/2023
State	NY
Total Pages	2
Pages in Original Filing	2
Florida Partners	NONE
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

CORPORATE SERVICE BUREAU INC
1540 GLENWAY DRIVE
TALLAHASSEE, FL 32301

Document Images

[07/28/2023 -- LLP](#)

View image in PDF format

[Previous on List](#) . [Next on List](#) . [Return to List](#) .

[No Filing History](#) . [No Authority Info](#) . [No Partner Info](#) . [No Name History](#)

Partnership Name Search

Submit

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7392251

RECEIPT NO.

RENEWAL

7688998

BUSINESS NAME/LOCATION

CITRIN COOPERMAN

ADVISORS LLC

355 ALHAMBRA CIR STE 900

CORAL GABLES, FL

33134-5028



OWNER

CITRIN COOPERMAN ADVISORS LLC

C/O ALLISON BRACK MGR

SEC. TYPE OF BUSINESS

212

CONSULTANT

1

**PAYMENT RECEIVED
BY TAX COLLECTOR**

60.00 08/11/2025

FPPD21-25-006062



**EXPIRES
SEPTEMBER 30, 2026**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10



This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit mdctaxcollector.gov



Price Proposal Sheet

PROPOSER INFORMATION

Company Name Citrin Cooperman and Company, LLP

Contact Person: William Benson

Email: bbenson@citrincooperman.com

Phone: 954-771-0896

External Auditor Services			
Initial 3-Year Contract Annual Fee			
item	Description	Units of Measure	Unit Price
1	Year 1 Annual Flat Fee	LS	\$ 82,000
	Audit of the Town's ACFR	LS	\$ 57,000
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 12,000
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000
2	Year 2 Annual Flat Fee	LS	\$ 84,300
	Audit of the Town's ACFR	LS	\$ 58,900
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 12,400
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

3	Year 3 Annual Flat Fee	LS	\$ 86,600
	Audit of the Town's ACFR	LS	\$ 60,800
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 12,800
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

SUBTOTAL: Initial 3-Year Contract Annual Fees			\$ 252,900
--	--	--	------------

Additional One-Year Renewal Contract			
item	Description	Units of Measure	Unit Price

4	Year 4 Annual Flat Fee	LS	\$ 89,000
	Audit of the Town's ACFR	LS	\$ 62,800
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 13,200
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

5	Year 5 Annual Flat Fee	LS	\$ 91,400
	Audit of the Town's ACFR	LS	\$ 64,800
	Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement	LS	\$ 13,600
	Federal Single Audit	LS	\$ 5,000
	State Single Audit	LS	\$ 5,000
	The Children's Trust Audit	LS	\$ 3,000

SUBTOTAL: Additional One Year Renewal Options			\$ 180,400
--	--	--	------------

Additional Services Fee Schedule	
Project Position or Classification	Hourly Rate to Be Charge
Partner	\$ 400
Manager	\$ 375-300
Senior	\$ 275
Staff	\$ 225
Secretary	\$ 150

The Price Proposal Forms shown above shall include the total cost to complete the Work, including but not limited to materials, labor, equipment, profit, bonds, insurance, etc.

<u>William Penn CPA</u>	<u>Partner</u>	<u>11-20-25</u>
Signature (Authorized Signatory)	Title	Date



Appendices



APPENDIX A – PEER REVIEW REPORT

A review of its system of quality control (“Peer Review”) is required every three years for Citrin Cooperman. Citrin Cooperman has received an unmodified opinion (pass rating) every year in which we have undergone a Peer Review.



Report on the Firm's System of Quality Control

To the Partners of
Citrin Cooperman & Company, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Citrin Cooperman & Company, LLP (the “firm”), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Citrin Cooperman & Company, LLP, applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Citrin Cooperman & Company, LLP has received a peer review rating of *pass*.

Brown, Edwards & Company, S. L. P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
January 30, 2024



APPENDIX B – FINACIAL STABILITY

Please see our Letter of Financial Stability beginning on the subsequent page:





Citrin Cooperman & Company, LLP
Certified Public Accountants

6550 N Federal Hwy, 4th Floor
Fort Lauderdale, FL 33308
T 954.771.0896 F 954.938.9353
citrincooperman.com

June 23, 2025

Fausto Vargas, Procurement Officer
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, Florida 33154

Subject: Written Declaration of Financial Stability Pursuant to s.92.525, F.S.

To Whom It May Concern:

I, Lou Proietto, in my capacity as the Fort Lauderdale Office Managing Partner of Citrin Cooperman & Company, LLP, do hereby solemnly declare under penalty of perjury, pursuant to section 92.525, Florida Statutes, that Citrin Cooperman & Company, LLP is financially stable and meets the definition of financial stability as required for the Town of Bay Harbor Islands RFP- 4-1027-FN-2025/FVR.

Citrin Cooperman & Company, LLP has sufficient financial resources to fulfill its commitments and obligations, including but not limited to performing audit services under RFP-4-1027-FN-2025/FVR. The company has maintained adequate liquidity, net worth, and cash flow to support its ongoing operations and future financial responsibilities. Supporting financial records and statements are included within our proposal.

I declare under penalties of perjury that the foregoing is true and correct.

Executed this 23rd of June, 2025, in Fort Lauderdale, Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Lou Proietto", written over a horizontal line.

Lou Proietto
Fort Lauderdale Office Managing Partner
Citrin Cooperman & Company, LLP

“Providing Professional Services &
Industry Insights for over 45 Years.”



1 RESOLUTION NO. ____

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3 A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
4 BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE
5 APPROVAL OF AN AGREEMENT FOR EXTERNAL AUDIT
6 SERVICES AND ENGAGEMENT LETTER BETWEEN THE
7 TOWN OF BAY HARBOR ISLANDS AND CITRIN
8 COOPERMAN & COMPANY, LLC; PROVIDING FOR
9 INCORPORATION OF RECITALS; PROVIDING FOR AN
10 EFFECTIVE DATE.

11
12 **WHEREAS**, the Town Council previously approved the recommendation of the
13 Town’s Audit Selection Committee and selected Citrin Cooperman & Company, LLC
14 (“the Auditor”) to provide audit services to the Town and authorized the Town Council to
15 negotiate a contract with the Auditor to provide audits of the Town for the fiscal years
16 ending September 30, 2025, 2026 and 2027, with the right to extend for two (2) additional
17 one (1) year terms; and

18 **WHEREAS**, the Town desires to enter into an agreement with the Auditor to
19 provide such services in accordance with the Auditor Selection Committee’s request
20 for proposals and the Auditor’s proposal in response; and

21 **WHEREAS**, the Town Council hereby finds the Agreement for External Auditor
22 Services between the Town and the Auditor, attached hereto as Exhibit A, and the
23 Auditor’s Engagement Letter to the Town, attached hereto as Exhibit B, both made a part
24 of this Resolution, to be in the best interest of the Town and its citizens.

25 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE**
26 **TOWN OF BAY HARBOR ISLANDS:**

27 **Section1.** The foregoing recitals are adopted and hereby incorporated as if fully
28 set forth herein.

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ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM:

GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.



AGREEMENT FOR EXTERNAL AUDITOR SERVICES

This Agreement made and entered into this XXXXXX day of XXXXXXXX, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation (“Town”) and _____, a Florida Profit Corporation (“Contractor”), (“Party” or collectively “Parties”);

The Town of Bay Harbor Islands desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America. The Town also wants the auditor to express an opinion on the fair presentation of its combined and individual fund, financial statements and schedules in conformity with generally accepted accounting principles.

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an “as-needed” basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for External Auditor Services in accordance with the in response to Request of Proposals No. 4-1029-FN-2025/FVR.

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows

WITNESSETH:

I. DOCUMENTS

The Contract Documents collectively encompass all referenced materials. In the instance of conflicts, ambiguities, or missing specifications or instructions within these Documents, the following prioritization is established:

- A. First Priority: This Agreement dated XXXXXX, 2025, and any corresponding attachments.
- B. Second Priority: Solicitation
- C. Third Priority: Exhibit A Proposal
- D. Fourth Priority: Exhibit B – Annual Engagement Letter (as issued annually).

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the town as , in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

List of services required for External Auditor Services:

Financial Statement Audit

The audit shall include the financial statements of all funds and account groups of the Town, including:

- Governmental activities
- Business-type activities
- Each major fund
- Aggregate remaining fund information
- Related notes to the financial statements

Required Supplementary Information (RSI)

The following RSI shall be subjected to limited procedures:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net Pension Liability and Related Ratios
3. Schedule of Contributions - Pensions
4. Schedule of Changes in Total OPEB Liability and Related Ratios
5. Budgetary Comparison Schedules

Compliance Examination

The auditor shall perform an examination pursuant to AICPA Professional Standards regarding the Town's compliance with:

- Section 218.415, Florida Statutes, Local Government Investment Policies
- Florida Sunshine Laws related to public records and transparency in government entities
- Other applicable state and federal regulations

Internal Controls Assessment

The auditor shall obtain an understanding of the Town's internal control environment and assess internal controls to the extent required under Generally Accepted Government

Auditing Standards (GAGAS/Yellow Book) for the purposes of audit planning, financial reporting, and compliance. The Town is not requesting an operational audit or a performance audit of internal controls.

The internal control procedures performed shall be limited to those required to:

- Identify and assess risks of material misstatement,
- Consider internal controls relevant to the preparation and fair presentation of the financial statements, and
- Determine the nature, timing, and extent of audit procedures.

No additional testing of operational effectiveness beyond GAGAS requirements is expected or requested.

Federal and State Single Audit (if applicable)

If the Town expends more than \$750,000 on federal awards or state financial assistance during the fiscal year, the auditor shall conduct a Single Audit in accordance with:

- Federal Single Audit Act Amendments of 1996
- 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Florida Single Audit Act
- Chapter 10.550, Rules of the Auditor General, State of Florida
- 3.6 Town of Bay Harbor Islands Employees' Retirement System
- The auditor shall produce the required independent auditors' report for the stand-alone Pension financial statements.
- 3.7 The Children's Trust Audit (If applicable)
- The Children's Trust of Miami – Dade County (TCT) requires providers who are contracted to conduct a comprehensive audit. The independent certified public accounting firm (CPA) must ensure that (1) the audit is conducted by personnel who have the necessary skills; (2) independence is maintained; (3) applicable standards are followed in planning and conducting audits and reporting the results; (4) the organization has an appropriate internal quality control system in place; and (5) the organization undergoes an external quality control review.

Special Considerations

- The Town will send its ACFR to the Government Finance Officers Association ("GFOA") of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to draft the ACFR and provide any special assistance to the Town needed to meet the requirements of that program.
- The ACFR shall comply with the provisions of the Americans with Disabilities Act.
- The Schedule of Expenditures of Federal Awards (SEFA) and related auditors' report, as well as the reports on compliance and internal controls are to be issued as part of the annual comprehensive financial report.
- Arbitrage calculation and monitoring services, if required.

AUDITING STANDARDS AND REGULATORY COMPLIANCE

Required Auditing Standards

The audit must be performed in accordance with:

- Generally Accepted Auditing Standards (GAAS) as issued by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (Yellow Book) issued by the Comptroller General of the United States
- Florida Single Audit Act (if applicable)

- Chapter 10.550, Rules of the Auditor General, State of Florida
- Rules of the Florida Department of Financial Services
- Section 218.39, Florida Statutes and other applicable Florida Statutes
- OMB Uniform Guidance

Federal Regulations and Standards

The auditor must ensure compliance with all relevant federal regulations and standards, including:

- Financial Accounting Standards Board (FASB) pronouncements
- Governmental Accounting Standards Board (GASB) pronouncements
- Securities and Exchange Commission (SEC) rules, if applicable
- Internal Revenue Service (IRS) tax laws and regulations
- Other relevant federal laws applicable to municipal entities

Florida State-Specific Regulations

The auditor must ensure compliance with Florida state-specific regulations, including:

- Florida Statutes (F.S.) related to financial reporting and auditing practices
- Requirements set forth by the Florida Auditor General
- Florida Administrative Code provisions applicable to municipal audits
- Florida Department of Financial Services (DFS) regulations

DELIVERABLES

Audit Reports

The auditor shall provide the following reports:

- Independent Auditor's Report on Financial Statements
- Independent Auditor's Report on Internal Control over Financial Reporting and Compliance
- Single Audit Reports (if applicable)
- Management Letter as required by Chapter 10.550, Rules of the Auditor General
- Report on compliance with Section 218.415, Florida Statutes
- **5.2 Additional Deliverables**
- Presentation of audit results to the Town Council and the Pension Board
- Electronic copies of all reports in PDF format
- Adjusting journal entries, if any
- Letter to management detailing findings and recommendations for improvements

TIMELINE AND COORDINATION

Audit Schedule¹

- Interim fieldwork to be completed by October
- Final fieldwork to begin approximately January
- Draft reports to be submitted by March 1st
- Final reports to be issued no later than March 31st

ACFR Submission

The auditor shall assist in ensuring the Town's ACFR meets the standards necessary for submission to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The Town's ACFR will additionally be expected to meet any present

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or to-be-established standards for disclosure to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

AUDITOR QUALIFICATIONS

Firm Requirements

- The firm must be licensed to practice public accounting in the State of Florida
- Proposers shall have been in continuous operation for a minimum of the past five (5) years, in the State of Florida, from the date that the RFP is issued and shall have a field office in Broward, Miami-Dade or Palm Beach counties.
- The firm must have conducted governmental audits in compliance with Government Auditing Standards within the past three years
- The firm must have experience auditing municipalities and pension plans of similar size and complexity to the Town and Pension
- At least 80% of municipal ACFRs completed by Proposers during the past five (5) years, in the United States/Canada, shall have received the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Personnel Requirements

- The engagement partner and manager must be licensed CPAs
- The engagement team must have demonstrated experience in governmental accounting and auditing
- The firm must assign staff with appropriate levels of experience and expertise to complete the audit efficiently and effectively

CONFIDENTIALITY AND SECURITY

- The auditor must adhere to strict confidentiality standards in handling all sensitive and financial information
- The auditor must comply with federal and state privacy regulations
- The auditor must implement appropriate data security measures when handling Town information
- All working papers must be retained in accordance with state and federal regulations

PRICING STRUCTURE

Not-to-Exceed Price Requirement

- The auditor must provide a firm, fixed, not-to-exceed price for each year of the initial three-year agreement.
- The not-to-exceed price must be inclusive of all services described in this scope of work, including all labor, materials, travel, and other expenses.
- For the two optional one-year extensions, the auditor must provide maximum percentage increases that would apply if the extensions are exercised.
- Any additional services not covered under the original scope must be approved in writing by the Town before work begins, with a separate not-to-exceed price established for such services.
- The auditor shall submit a detailed fee schedule showing the not-to-exceed price per audit service, including estimated hours by staff level and corresponding hourly rates.
- Fees should be separated by services as follows per fiscal year:
 - Audit of the Town's ACFR
 - Audit of the stand-alone Town of Bay Harbor Islands Employees' Retirement System

- Federal Single Audit
- State Single Audit
- The Children's Trust Audit

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

Annual Engagement Letter and Professional Standards Compliance.

The Parties acknowledge that the Contractor, as an independent certified public accounting firm, is required to issue an annual engagement letter consistent with Generally Accepted Auditing Standards (GAAS), Government Auditing Standards (Yellow Book), the Federal Uniform Guidance (2 CFR 200 Subpart F), the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General.

Accordingly, upon each fiscal year audit cycle, the Contractor shall provide the Town with an annual engagement letter or equivalent exhibit setting forth the responsibilities of the Parties as required by applicable auditing standards.

The engagement letter shall be incorporated into this Agreement as **Exhibit B**, and shall not conflict with or modify the terms of this Agreement. In the event of any conflict between the engagement letter and the terms of this Agreement, **the terms of this Agreement shall control.**

The engagement letter may include additional required professional practice language, but shall **not** waive sovereign immunity, public records obligations, Florida law, or expand the Town's indemnification obligations beyond those permitted under Florida law

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice To Proceed given by the Town and shall expire Three (3) years from that date. The Town reserves the right to extend the contract for Two (2) additional one (1) year terms, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town.

IV. COMPENSATION

Proposer shall receive no other (than listed below) compensation or benefits from the Town. Proposer shall pay all of its own expenses incurred in performing the Services except that the Town shall reimburse Proposer for expenses pre- approved in writing by the Town Manager. Town shall pay Not-To-Exceed the amount of \$ _____ to the Proposer for Services as provided hereinabove. The proposer shall submit an invoice once month to the Town as determined by the Services provided. The Proposer shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099, as may be required.

The Provider shall be responsible for the payment of all taxes and withholdings related to the earnings under this Agreement. The Town will report fees earned by the Provider to the Internal Revenue Service on IRS Form 1099, as required.

V. METHOD OF BILLING AND PAYMENT

The Town will accept invoices no more frequently than once per month, but the Town also has the option to accept an invoice for a lump sum payment at the inception of each contract year. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after the Town's receipt of the Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. If, at any time during the contract, the Town shall not approve or accept the Contractor's work product, and agreement cannot be reached between the Town and the Contractor to resolve the problem to the Town's satisfaction, the Town shall negotiate with the Contractor on a payment for the work completed and usable to the Town. If billed monthly, an original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, Town may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Town's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by Town

VI. GENERAL CONDITIONS

A. Indemnification

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall, at its sole cost and expense, indemnify, defend, and hold harmless the Town of Bay Harbor Islands, its elected and appointed officials, employees, agents, and representatives, from and against any and all claims, damages, losses, liabilities, and expenses (including, but not limited to, reasonable attorney's fees, court costs, and fees of other professionals) arising out of, resulting from, or in connection with the performance of External Auditor Services under this Agreement.

This indemnification shall include, but not be limited to:

- (a) Any injury to persons or damage to property arising from the actions or omissions of the Contractor, its employees, agents, or subcontractors in the performance of services under this Agreement.
- (b) Any errors, omissions, or negligent acts in the conduct of financial audits, reviews, or reporting.

- (c) Any breach of the terms, representations, warranties, or covenants of this Agreement by the Contractor.
- (d) Any violation of applicable federal, state, or local laws, regulations, or professional standards related to auditing or governmental accounting.
- (e) Any claims arising from the unauthorized disclosure or misuse of confidential or proprietary information accessed or obtained by the Contractor in the course of performing services.

The obligations under this indemnification shall survive the termination or expiration of this Agreement.

Intellectual Property Indemnity: The Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, agents, and employees from any claims, fines, fees, royalties, or costs arising out of the infringement of any copyrights, trademarks, patents, or other intellectual property rights in connection with the promotion, advertising, or execution of the Art Festival.

Claims and Liens: The Contractor shall promptly pay all claims, losses, liens, settlements, or judgments arising from the above indemnification obligations, including reasonable attorney's fees and associated costs. This includes claims related to the construction, setup, and operation of any physical structures or temporary installations for the Art Festival.

Subcontractor and Supplier Liens: If any subcontractor, supplier, laborer, or materialman of the Contractor, or any person acting for or through the Contractor, files or attempts to file a lien against any property or materials related to the Art Festival, the Contractor agrees to satisfy or remove such liens at its own expense within five (5) days of filing or receipt of notice from the Town. Until such lien or claim is resolved, any amounts owed to the Contractor by the Town may be withheld by the Town as security for the lien resolution. If the Contractor fails to resolve the lien or claim, the Town may, at the Contractor's sole cost and expense, take action to satisfy, remove, or discharge the lien.

Compliance with Florida Statutes: The Contractor and the Town agree that Section 725.06(2), Florida Statutes (2022), as amended or revised, shall govern the extent and limits of the indemnification and hold harmless provisions in this Agreement. Both parties waive any defects in this clause that may conflict with the statutory requirements.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that

possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should

any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all final audit reports, financial statements, management letters, schedules prepared for inclusion in the Town's Annual Comprehensive Financial Report (ACFR), and other deliverables specifically prepared for and provided to the Town under this Agreement shall be the property of the Town.

Notwithstanding the foregoing, the Parties acknowledge that the Contractor's workpapers, audit programs, trial balances, testing documentation, risk assessments, and other supporting audit documentation ("Workpapers") are and shall remain the sole property of the Contractor, and are maintained by the Contractor in accordance with the AICPA Code of Professional Conduct, Government Auditing Standards (Yellow Book), and applicable professional peer review requirements.

Upon reasonable request, the Contractor shall make relevant portions of Workpapers available for inspection by:

- The Town,
- The Florida Auditor General,
- Federal or State agencies providing financial assistance,
- The Contractor's regulatory peer reviewers,

provided that such inspection does not impair Contractor's independence, and that all confidential, proprietary, or personally identifiable information is protected as required by law.

The Workpapers shall not be deemed public records under Chapter 119, Florida Statutes, unless and until such status is required by a court of competent jurisdiction. Nothing in this Agreement shall be interpreted to require the Contractor to provide Workpapers in a manner that would violate AICPA Independence Standards

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Town to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases

of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of TOWN to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to

Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town

Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
5. The contractor shall comply with the requirements of Florida statutes 119.071 to the extent applicable to the contractor. if the consultant has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at telephone number: (305) 866-6241, e-mail address: yhamilton@bayharborislands-fl.gov and mailing address: town clerk, 1030 95th Street Trailer 2, Bay Harbor Islands, FL 33154.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

DD. Anti-Human Trafficking Compliance

As a condition precedent to the effectiveness of this Agreement, and in accordance with applicable federal and state laws, including but not limited to Section 787.06, Florida Statutes (2024), as may be amended or revised, the Contractor and all subcontractors shall comply with all prohibitions against human trafficking and forced labor in the performance of this Agreement.

1. Affidavit Requirement – The Contractor shall provide the Town with a sworn affidavit affirming that the Contractor, its employees, agents, and subcontractors do not engage in, support, or knowingly benefit from any form of human trafficking or forced labor, including but not limited to acts prohibited under Section 787.06, Florida Statutes (2024), as may be amended or revised.
2. Subcontractor Compliance – The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit affirming compliance with the requirements of this Section. The Contractor shall maintain a copy of each subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
3. Termination for Violation – The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has engaged in conduct that violates the prohibitions set forth in Section 787.06, Florida Statutes (2024), as may be amended or revised, shall immediately terminate the contract with such person or entity.
4. Order to Terminate Subcontractor – If the Town has a good faith belief that a subcontractor has violated the provisions of this Section, but that the Contractor otherwise complied with this Section, the Town shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall comply with such order without delay.
5. Effect of Termination – A contract terminated under this Section shall not be deemed a breach of contract by the Town. If the Town terminates this Agreement for violation of this Section, the Contractor may not be awarded a public contract for at least one year after the termination date. The Contractor shall be liable for any additional costs incurred by the Town as a result of termination of this Agreement.
6. Flow-Down Requirement – The Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, requiring all subcontractors to include the same requirements in their respective subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors with the requirements of this Section.

EE. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective

Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

_____:

_____.

_____.

_____.

Town:

Town Manager
Lindsley Noel
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154

Town Attorney
Skip Miller
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley Noel
Town Manager

By: _____
Interim Evelyn Herbello
Town Clerk

By: _____
Greenspoon Marder LLP
Town Attorney

By: _____

President

EXHIBIT A

December 08, 2025

Mr. Lindsley Noel
Town of Bay Harbor Islands
1030 95th Street, Trailer 5
Bay Harbor Islands, 33154

Dear Mr. Noel and Members of the Town Council:

We are pleased to confirm our understanding of the services we are to provide for Town of Bay Harbor Islands (the "Town") for the years ending September 30, 2025, 2026, and 2027 with the option of two (2) additional one (1) year renewals. This letter, inclusive of the Additional Terms and Conditions of Engagement Addendum and any other attachments or exhibits incorporated herein (collectively, the "Engagement Letter"), is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the year ending September 30, 2025, 2026, and 2027 with the option of two (2) additional one (1) year renewals. Accounting standards generally accepted in the United States of America ("U.S. GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

Mr. Lindsley Noel
Town of Bay Harbor Islands
December 08, 2025
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The following RSI is required by U.S. GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. GASB - Required Supplementary Pension Schedules
4. Other Post-Employment Health Care Benefits Plan (OPEB) Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable
2. Combining and Individual Non-Major Fund Financial Statements and Budgetary Comparison Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

Mr. Lindsley Noel
Town of Bay Harbor Islands
December 08, 2025
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The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether the Town's financial statements are fairly presented, in all material respects, in conformity with U.S. GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations ("CFR")* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance")* and the Department of Financial Services State Projects Compliance Supplement.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

Mr. Lindsley Noel
Town of Bay Harbor Islands
December 08, 2025
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We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from the Town's attorneys as part of the engagement and they may bill the Town for responding to this inquiry.

Mr. Lindsley Noel
Town of Bay Harbor Islands
December 08, 2025
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Audit Procedures - Internal Control

We will obtain an understanding of the Town and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, Rules of the Auditor General.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Mr. Lindsley Noel
Town of Bay Harbor Islands
December 08, 2025
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The Uniform Guidance and Chapter 10.550, Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.

Other Services

We will assist in preparing the financial statements and supplemental schedules of Town in conformity with U.S. GAAP based on information provided by management. In addition, we may assist management with certain adjusting or reclassification entries as part of our financial statement assistance services. However, the preparation of the Town's financial statements and supplemental schedules remains the responsibility of management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards.

We will perform other services, if any, in accordance with applicable professional standards. The other services are limited to any other services noted above or below. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands their responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also

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responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. GAAP; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Management responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern within for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). Management is also responsible for providing us with (1) access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters..

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current audit and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements or interim financial information taken as a whole.

Management is 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 Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of their knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring the Town complies with

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applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be made available for our review upon commencement of the audit.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance receive, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Management agrees to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (2) management believes the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Managements responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the supplementary information in accordance with U.S. GAAP; (2) management believes the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the

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reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration and Fees

We understand that the Town's employees will prepare all cash, accounts receivable, and other confirmations we request, prepare applicable schedules and analyses of accounts, respond to all inquiries in a timely manner, and will locate any documents selected by us for testing. The timely and accurate completion of these client assistance requests is an essential condition to our completion of the engagement and issuance of our report.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with management the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Citrin Cooperman & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Town or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify the Town of any such request. If requested, access

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to such audit documentation will be provided under the supervision of Citrin Cooperman & Company's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Town. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

William Benson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately December 2025.

Our proposed fees are included in RFP-4-1029-FN-2025/FVR. Our invoices for these services will be rendered each month as work progresses and are payable on presentation.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate, including, but not limited to the following:

- Scheduling changes or other inefficiencies resulting from delays caused by the inability of management to provide previously agreed-upon schedules and documentation in accordance with the agreed-upon engagement timeline.
- Adjustments, whether client-prepared or resulting from the engagement, that are large in volume.
- Significant or unusual transactions that were not previously disclosed by the Town prior to the finalization of the engagement letter.

In accordance with our firm policies, work may be suspended if the Town's account becomes overdue and will not be resumed until the Town's account is paid in full. You acknowledge and agree that we are not required to continue work in the event of the Town's failure to pay any statement or invoice from us in accordance with our customary invoice terms. Should work be suspended, Citrin Cooperman & Company, LLP shall not be liable to the Town for any damages that occur as a result of our ceasing to render services. In the event that a situation arises that precludes us from completing the engagement, the Organization agrees to pay us for the time we incurred on this engagement at our standard hourly rates. The Town agrees to reimburse Citrin Cooperman & Company, LLP for attorneys' fees and costs incurred in connection with the collection of past due fees.

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Alternative Practice Structure

Citrin Cooperman & Company, LLP has a contractual arrangement with Citrin Cooperman Advisors LLC, whereby Citrin Cooperman Advisors LLC provides Citrin Cooperman & Company, LLP with professional and support personnel and performs all services in connection with our engagements for which licensure as a CPA firm is not required. In order, to avoid duplication of efforts arising out of this arrangement, we request that you consent to our sharing with Citrin Cooperman Advisors LLC the information that we may obtain from the Town in the course of our engagement. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to make disclosures to Citrin Cooperman Advisors LLC and its employees of confidential information that we may obtain in the course of our engagement.

Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. Citrin Cooperman & Company, LLP provides attest services to its clients. Citrin Cooperman Advisors LLC is not a licensed CPA firm and does not provide audit or attest services. Citrin Cooperman & Company, LLP has a contractual arrangement with Citrin Cooperman Advisors LLC, whereby Citrin Cooperman Advisors LLC provides Citrin Cooperman & Company, LLP with professional and support personnel to perform professional services on behalf of Citrin Cooperman & Company, LLP.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and Council of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with management in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550, Rules of the Auditor General report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over

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compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose..

Additional Terms and Conditions of Engagement Addendum

Additional terms governing this engagement letter are included in an attachment to this document. By signing this document the Town acknowledges that the Town has received and read the Additional Terms and Conditions of Engagement Addendum and agrees to be bound by those terms. If the Town did not receive the attachment, please ask for a copy before signing this document.

This agreement, including the Additional Terms and Conditions included in the attached appendix, represents the entire understanding between the Town and Citrin Cooperman & Company, LLP with respect to this engagement. Any amendments to this agreement must be in writing and signed by an authorized representative of both parties.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
CITRIN COOPERMAN & COMPANY, LLP

Agreed and accepted:

General

Signature

<signature>

<sign date>

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Additional Terms and Conditions of Engagement Addendum

Overview

This addendum to the engagement letter describes our standard terms and conditions ("Terms and Conditions") related to our provision of services to the Town. This addendum, and the accompanying engagement letter, comprise the Town's agreement with Citrin Cooperman & Company, LLP ("Citrin Cooperman").

Use of Service Providers

During the course of serving the Town's account, we will use third-party service providers and/or our wholly-owned and controlled offshore affiliate ("Service Providers"). We will also provide services to the Town using certain third-party hardware, software, software services, and managed services (collectively, "Third-Party Products"). Third-party service providers include individuals who are not employed by our firm. Employees of our controlled offshore affiliate are bound by the same confidentiality agreements as those employees located in the United States of America. We may share confidential information about the Town with these Service Providers and through use of Third-Party Products to perform our engagement. We remain committed to maintaining the confidentiality and security of the Town's information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of the Town's information. In addition, we will secure confidentiality agreements with all Service Providers and vendors of Third-Party Products to maintain the confidentiality of the Town's information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of the Town's confidential information to others. Furthermore, we will remain responsible for our use of any such Service Providers and Third-Party Products. You hereby consent to us sharing the Town's information, including confidential information, with our Service Providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of the Town's information as the confidentiality terms set forth above. Additionally, you hereby consent to the disclosure of the Town's information, to the licensors of such Third-Party Products for the purpose of conducting our engagement.

Data Privacy

Citrin Cooperman's Privacy Policy ("Privacy Policy") is located on our website at <https://www.citrincooperman.com/Privacy-Policy>. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Engagement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

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Client Portals and Electronic (E-Mail) Communications

Management will receive instructions from us inviting you to connect to a secured portal to upload the Town's financial information. This process streamlines our requests for information from you and provides us with the information we need in the format we require. Management will receive this e-mail closer to the commencement of the engagement from a member of your engagement team.

During the course of our engagement, Citrin Cooperman & Company, LLP ("Citrin Cooperman") or the Town may need to electronically transmit confidential information to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and thus, confidentiality could be compromised. The Town agrees to the use of e-mail and other electronic methods to transmit and receive information, between Citrin Cooperman and the Town and between Citrin Cooperman and third-party service providers or other entities engaged by Citrin Cooperman or the Town.

Internet Access

It is imperative that our personnel have reliable internet connection in order to work effectively and efficiently at all times. Management agrees to supply our personnel with reliable internet access while working on-site at the Town's location.

Responding to Requests or Subpoenas

As a result of our services to the Town, we may be requested or subpoenaed to provide testimony, information or documents (some of which may be privileged) to the Town, a governmental agency, an investigative body or a third party in a legal, administrative or similar proceeding in which we are not a party. If this occurs, our efforts in responding to such requests or subpoenas will be billable to the Town as a separate engagement irrespective of whether we are providing any other services to the Town at that time. The Town agrees that we shall be entitled to compensation for our time at our standard hourly rates and for reimbursement for all associated expenses, including any legal fees incurred in responding to such requests or subpoenas.

Independence

To ensure that Citrin Cooperman's independence is not impaired under the AICPA's *Code of Professional Conduct*, you agree to the following:

- To provide information with respect to current and potential affiliates, including ownership percentage, to us prior to the commencement of engagement activities.

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- To notify us of any planned transactions involving changes in ownership of the Town or acquisitions of other entities by the Town.
- To inform the engagement partner before entering into any substantive employment discussions with any of our personnel.
- To obtain preapproval of any non-attest services to be performed by Citrin Cooperman or any of our associated entities.

Hosting of Client Information

Citrin Cooperman is not a host for any client information. The Town is expected to retain all financial and non-financial information including anything the Town's employees upload to Citrin Cooperman's portal. Management is responsible for downloading and retaining anything we upload to the portal in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. Accordingly, management will not expect us to maintain copies of such records in our possession.

Dispute Resolution

Any dispute arising out of or relating to this engagement, or breach thereof, shall first be submitted for good faith mediation administered by the American Arbitration Association ("AAA") under its Accounting and Related Services Arbitration and Mediation Procedures (the "Rules"). The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in Fort Lauderdale, Florida. No litigation, arbitration or other proceeding shall be commenced prior to sixty (60) days after the parties' first appearance before the mediator.

If the matter is not resolved by mediation within sixty (60) days of the parties' first appearance before the mediator, then the parties shall have an additional sixty (60) days to file a written demand for arbitration administered by the AAA under the Rules. If the parties fail to file the written demand for arbitration within this sixty (60) day period, the parties agree that any potential claims shall be deemed to have been waived.

The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place at a place to be designated by the parties.

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The arbitrator shall be a fit and impartial person and shall have at least ten (10) years' experience in commercial litigation, accounting or a similar field connected to the subject matter of the dispute. The arbitrator, with the aforementioned requisite qualifications, shall be selected pursuant to the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator only upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The award reached as a result of the arbitration will be binding on the parties, and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any and all claims by the Town arising with respect to or relating to this engagement must be commenced within one (1) year following the date on which Citrin Cooperman delivers its services associated with this engagement, by filing a written request for mediation. If this engagement is terminated and the related deliverables are not delivered to the Town, for any reason, any and all claims by the Town arising under this engagement must be commenced within one (1) year of the date the Town is informed of the engagement's termination.

This agreement, its enforcement, and any dispute relating in any way to this engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Liability Provision

The Town agrees to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Citrin Cooperman's maximum liability to the Town arising for any reason relating to the services rendered under this engagement shall be limited to the fees paid to Citrin Cooperman for the services. Subject to the foregoing, Citrin Cooperman shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under this engagement letter for an amount in excess of the Town's actual damages. In no event shall Citrin Cooperman & Company, LLP be liable for consequential, special, indirect, incidental, punitive

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or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

Electronic Signatures and Counterparts

The Town and Citrin Cooperman agree that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This engagement letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same engagement letter.

Severability

If any portion of this engagement letter is deemed invalid or unenforceable in a binding legal proceeding, that finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter.

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