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Proposal to Provide Financial Audit Services

January 19, 2017 Solicitation 975-11857

Submitted to:

Mr. Hendry J. Lopez, Procurement Specialist I City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, #619, City Hall Fort Lauderdale, Florida 33301

Submitted by:

Mr. John C. Weber, Partner Crowe Horwath LLP 401 East Las Olas Boulevard, Suite 1100 Fort Lauderdale, Florida 33301-4230 Direct 813.209.2585 954.202.8600 Tel 954.202.8639 Fax john.weber@crowehorwath.com

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January 19, 2017

Mr. Hendry J. Lopez, Procurement Specialist I City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, #619, City Hall Fort Lauderdale, Florida 33301

RFP # 975-11857

Dear Mr. Lopez:

Crowe Horwath LLP (Crowe) appreciate the opportunity to submit this proposal to continue to provide the City of Fort Lauderdale (City) audit services for the five (5) fiscal years ending September 30, 2017 through September 30, 2021 with the option to extend the contract for two (2) additional one-year terms.

This proposal illustrates our understanding of the scope of work, our commitment to the timely performance of the work, and why Crowe is uniquely qualified to serve the City. It also demonstrates how we differentiate our services from other firms. Our "Deep Specialization" provides focus for industry and discipline-based specialties. This focused approach allows us to be recognized as a leading provider of services and solutions to local governments. The leadership that can only come from direct Partner involvement in every client relationship provides a higher level of expertise and commitment to responsive services that is not always found in other firms.

Crowe is fully qualified to continue to provide superior services to the City and is committed to performing and completing the audit. Equally important, we have a strong desire to assist you and believe that we can add value to you by completing the audit in a timely manner and by actively seeking ways to assist you in improving your operations.

This proposal is being submitted by John C. Weber, Partner, who is authorized to represent the firm, empowered to submit the proposal and authorized to negotiate and execute a contract with the City. A letter granting this authority has been provided on the following page. Our proposal will be valid for 120 days from the date of opening.

Again, we appreciate this opportunity to present our firm for your consideration, and if selected, will give the City our closest attention. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

C. alle

John C. Weber Partner



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January 12, 2017

Mr. Hendry J. Lopez, Procurement Specialist I City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, #619, City Hall Fort Lauderdale, Florida 33301

Re: Request for Proposal to Provide Audit, Accounting, Tax & Consulting Services

Dear Mr. Lopez:

This will serve as confirmation that Mr. John C. Weber is a Partner in the firm of Crowe Horwath LLP (Crowe) and as such, is authorized to execute all documents related to this proposal.

His role at Crowe, a Limited Liability Partnership, places him clearly in the position to commit our resources to opportunities such as this with the City of Fort Lauderdale.

Thank you for your consideration of Crowe Horwath LLP to provide Audit, Accounting, Tax & Consulting Services.

Sincerely,

Fulist

Fred J. Bauters Chief Risk Officer

Executive Summary

About Us

Founded in 1942, Crowe Horwath LLP is one of the largest public accounting, consulting, and technology firms in the United States. Connecting deep industry and specialized knowledge with innovative technology, our dedicated professionals create value for our clients with integrity and objectivity. We accomplish this by listening to our clients - about their businesses, trends in their industries, and the challenges they face. We forge each relationship with the intention of delivering exceptional client service while upholding our core values and our industry's strong professional standards. Crowe invests in tomorrow because we know smart decisions build lasting value for our clients, people, and profession.

Position in the Industry: One of the Nation's Largest Public Accounting and Consulting Firms

Crowe ranks as the eighth largest U.S. public accounting and consulting firm (based on U.S. net revenue) according to the 2016 Accounting Today Top 100 Firms List.

Areas of Specialization

TOP 100 FIRMS At Crowe, key industry focus ensures that personnel know the trends and issues specific to clients' businesses. By aligning specialists along industry lines, the firm **TOP 10** can offer insight, and a depth and breadth of understanding that provides maximum opportunity for client success in achieving business goals and positioning their organizations for a strong competitive advantage.

Principal industries include:

Financial Services

Higher Education

Retail Dealership

Government

Not-for-Profit

Banking

- Construction and Real Estate
- Food and Commodities
- Healthcare
- Manufacturing and Distribution .
- Private Equity
- Office Locations

Crowe serves clients coast to coast from the following office locations:



- California | Los Angeles, Orange County, Sacramento, San Francisco
- Colorado | Denver
- Connecticut | Hartford
- District of Columbia | Washington D.C. Florida | Fort Lauderdale, Lakeland, Miami, Tampa
- Georgia | Atlanta
- Illinois | Chicago, Oak Brook, Springfield
- Indiana | Elkhart, Ft Wayne, Indianapolis (2), South Bend
- Kentucky | Lexington, Louisville
- Massachusetts | Boston
- Michigan | Grand Rapids
- Missouri | St. Louis
- New Jersey | Livingston
- New York | New York
- Ohio | Cleveland, Columbus
- Tennessee | Knoxville, Nashville
- Texas | Dallas
- Vermont | Burlington



accountingTODAY

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Local Office Responsible for the City's Audit Services

Crowe Horwath LLP 401 East Las Olas Boulevard, Suite 1100 Fort Lauderdale, Florida 33301-4230 Tel 954.202.8600 Fax 954.202.8639 www.crowehorwath.com

Crowe is organized by industry specialty areas, and we staff our engagements based on the skillsets of our professionals, regardless of their office location.

Engagement Team

Crowe has built its reputation on close senior level involvement and maintaining a strong client relationship. The ultimate success of our client relationships is largely attributable to one key component – our people. The proposed engagement team will continue to provide quality, timely, and personalized services to you. An overview of how we plan to structure your engagement team is as follows:

Key Personnel	Title	Office Location
John C. Weber	Partner	Tampa, Florida
Kevin Smith	Quality Review Partner	Dallas, Texas
Michelle Blackstock	Senior Manager	Fort Lauderdale, Florida
Mischa Freystaetter	Senior	Fort Lauderdale, Florida
Alex Schmidt	Senior	Fort Lauderdale, Florida
Craig Sullivan	IT Partner	South Bend, Indiana
Vikas Sharma	IT Manager	Atlanta, Georgia
Bert Valle	IT senior	Miami, Florida
Matt Goldman	IT senior	Fort Lauderdale, Florida

We have provided resumes of the key individuals listed above in **Appendix A** of our proposal. The resumes detail relevant experience as well years of experience, licenses and certifications, professional affiliations and educational background.

Key Elements of the Proposal

We offer the following reasons to choose our team:

- We are dedicated to working with governments. Our Government Group works with municipalities, counties, state and federal governmental entities, special purpose districts, school districts, and colleges and universities, including the Cities of Lakeland, Fort Lauderdale and Miami Beach, to name a few. Crowe's Public Sector Services Group is comprised of more than 200 individuals and serves more than 600 public sector organizations nationwide.
- Strong, collaborative project management approach that has been demonstrated with a number of government agencies. We have successfully managed multi-departmental initiatives and have consistently delivered on time and on budget. We work closely with management and the governing body to align your goals with our work plan to meet your objectives and manage the project effectively. Regular communication and status monitoring are critical to project success and our project management approach fosters such interaction.
- We are unique among firms in the sense that we have industry team professionals dedicated to and focused on government auditing services.
- An experienced team of resources with in-depth knowledge of government auditing services including Generally Accepted Accounting Principles (GAAP), the Comprehensive Annual Financial Report (CAFR), Florida grant programs, the Single Audit Act and Uniform Guidance requirements, the rules of the Florida Auditor General and the project management disciplines required to be successful. Crowe audit billions of dollars in federal and state funds on an annual basis.

Experience and Qualifications

Firm Overview

Established in 1942, Crowe Horwath LLP is a Limited Liability Partnership. Crowe and all key team members assigned to the engagement are properly licensed to practice in Florida. A copy of Crowe's license to practice in the state of Florida has been provided in the **Required Forms, Business License** section of this proposal.

Crowe has approximately 2747 professionals, inclusive of all firm-wide client service personnel. A breakdown by business unit is below:

Business Units	Total No.
Audit	1007
Advisory Services	118
Тах	771
Performance	295
Risk	556

These totals do not include clerical/administrative or sales personnel.

Contact Person

John Weber will continue to serve as the City's engagement partner. His contact information has been provided below:

Mr. John C. Weber, Partner Crowe Horwath LLP 401 East Las Olas Boulevard, Suite 1100 Fort Lauderdale, Florida 33301-4230 Direct 813.209.2585 Tel 954.202.8600 Fax 954.202.8639 john.weber@crowehorwath.com www.crowehorwath.com

National Government Practice

Crowe has diverse, in-depth governmental experience that delivers insight and a clear understanding of the challenges and solutions of public sector agencies. Crowe has been serving the needs of government organizations for **more than 50 years**. We work with many different types of government organizations, including municipalities, counties, public transportation organizations, special service districts, school districts, library districts, State agencies, and quasi-governmental entities.

Crowe's Government Services Team is comprised of 200 professionals, across many of our disciplines and has worked with hundreds of public sector clients on thousands of engagements throughout the United States to streamline systems and processes, optimize revenue, and enable entities to meet reporting and compliance requirements. Our approach is to bring the best experience to the client to best serve the needs of the client. In today's environment, specialized skills are needed and our team spends their time serving clients in the public sector so that the clients receive the best expertise the firm has to offer.

Crowe solutions help address the financial and operational issues most critical to governments in challenging economic times. Our diverse skills sets – business process, technology, finance, accounting, fraud investigation, risk consulting, economic development, and performance - allows us to deliver effective, cost-efficient services and provides your audit team with an in-depth understanding of the unique needs of a local government.

Government Assurance Services

Audits performed by a trusted CPA can provide peace of mind and identify opportunities to improve accounting and operational performance. We have an unmatched depth of governmental audit knowledge and the functional expertise to deliver superior audits. We help governmental agencies succeed by combining our deep industry experience, innovation, and knowledge with a comprehensive set of technical business competencies. Our specialists are trained to review an organization's systems and controls to provide recommendations to help the organization meet reporting and disclosure requirements.

Crowe audit solutions include:

- Financial Statement Audits
- Regulatory Compliance Audits Florida State Grant Audits
- Single Audits/ Uniform Guidance
- Performance Audits

Examinations

Our audit professionals are committed to maintaining our reputation for technical excellence, team performance, efficiency, and exceptional client service. By aligning our specialists along industry lines, we add depth and breadth of knowledge to our audit solutions. This industry specialization gives us a better view to understand your business and the unique challenges you face. As a result, you benefit from solutions delivered by people with a thorough understanding of your marketplace.

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Our cross-functional teams – including specialists in accounting, auditing, finance, risk, and internal controls – have a deep understanding of the risks and reporting complexities in the public sector. We understand the challenges of financial reporting for governments and use a cost-effective, industry-focused, and technology-enabled audit method to improve efficiency in delivering or services.

Government Publications and Seminars

You need to stay competitive. You want practical, timely, reliable information from knowledgeable, respected thought leaders. To keep you informed, Crowe publishes articles, white papers, newsletters, technical updates, and e-communications.

We publish **Government Advantage** quarterly to provide thought leadership and helpful tips on key issues gathered from our years of experience in helping governments achieve their mission.



Combining thought leadership and industry specialization, the Government Advantage series connects business officers with recent developments and best practices. Live seminars, web-based tutorials and published alerts help our clients stay current with issues that affect their organizations.

We also help our clients stay current by inviting them to participate in our in-house continuing professional education courses, providing thought leadership through our webinars and seminars. Our industry groups within the firm offer audit and accounting updates where clients are invited to participate to gain current knowledge on topical issues.

Check out: <u>http://www.crowehorwath.com/industries/government/</u> for an interactive map of our services and our current calendar of events.

Federal Programs Experience

We have extensive knowledge of the Uniform Guidance (formerly OMB Circular A-133). We monitor changes in a variety of topics related to governments as published by the American Institute of Certified Public Accountants (AICPA), Government Accounting Standards Board (GASB), General Accounting Office (GAO) pronouncements, and other federal regulations. Our participation in internal and external continuing professional education courses ensures all members of the engagement team stay abreast of Uniform Guidance topics.

Crowe possesses valuable experience with the Federal and State Single Audit Acts and Uniform Guidance requirements auditing Billions in federal and state funds on an annual basis. A sample of the federal and state programs our engagement team has had experience auditing includes the following:

	Agency	Program Title		
	Agriculture	 National School Lunch Program Child and Adult Care Food Program School Breakfast Program Special Milk Program for Children Special Supplemental Nutrition Program for Women, Infants & Children Summer Food Service Program for Children 		
	Education	 Adult Education (Federal Basic, EL Civics) Career and Technical Education – Basic Grants to States Carl D. Perkins Vocational Education Federal Direct Student Loans Higher Education Act Pell Grant Federal Family Educational Loans (Stafford, Unsubsidized Stafford Loans, Parent Plus Loans) Federal Work Study Federal Perkins Loans Health Profession Student Loans IDEA (Preschool, Flow-through, Room and Board) TRIO Vocational and Technical Education Act Title I Grants to Local Educational Entities Title I Reading First Title I Teacher Quality Title IV 21st Century 		
	Environmental Protection Agency	Capitalization Grants for Drinking Water State Revolving FundsState Revolving Fund Loan Program		
a	FEMA	 Emergency Snow Removal Disaster Grants – Public Assistance 		
Federal	Homeland Security	 State Domestic Preparedness Equipment Support Program Learn and Serve America, School and Community Based Programs Assistance to Firefighters Urban Area Security Initiative 		
	Housing and Urban Development	 Community Development Block Grants/Entitlement Grants Community Development Block Grants/Small Cities Program Home Investment Partnership Program Neighborhood Stabilization Program 		
	Human Services	 Consolidated Health Centers Head Start Medical Assistance Program Medicaid Matching State Survey and Certification of Health Care Providers and Suppliers Temporary Assistance for Needy Families Foster Care Promoting Safe and Stable Families Social Services Block Grant Child Support Enforcement 		
	Justice	 Asset Forfeiture Program Byrne Formula Grant Program Federal Equitable Sharing Local Law Enforcement Block Grant Public Safety Partnership 		

	Agency	Program Title		
	Labor	 Community Based Job Training WIA Adult Program WIA Youth Activities WIA Dislocated Workers 		
	Science	National Science Foundation		
	Transportation	 Airport Improvement Program Appalachian Development Highway System Highway Planning and Construction Federal Transit – Capital Investment Grants Federal Transit – Formula Grants Federal Transit – JARC Grants 		
	Treasury	Assets Forfeiture Program		
State of Florida	Energy	 Electricity Delivery and Energy Reliability, Research, Development and Analysis Electric Energy and Conservation Block Grant 		
	Environmental Protection	 Beach Management Funding Assistance Program Statewide Surface Water Restoration Florida Communities Trust (Florida Forever Funded Grant Program) 		
	Transportation	 Aviation Development Grants County Incentive Grant Program Public Transit Block Grant Program Transit Corridor Program Intermodal Development Program Transportation Regional Incentive Program (TRIP) 		
	Children and Families	 Out-of-Home Supports In-Home Supports Independent Living Program CBC – Sexually Exploited Children 		
	Revenue	 Facilities for New Professional Sports, Retained Professional Sports, or Retained Spring Training Franchise 		
	Housing Finance Corporation	State Housing Initiatives Partnership (SHIP) Program		

Similar Engagements with Other Governments Below we have provided a sample of past projects for agencies of similar size and scope.

City of Miami Beach, Florida		
 Primary auditor for the audit of financial statements, Federal and State Single Audit, include separate financial statements for Miami Beach Redevelopment Agency, Miami Beach Parking System Fund, Miami Beach Visitors Convention Authority as managed by Global Spectrum, as well as program specific audits for Building Better Communities bond program and Children's Trust program. 		
	Broward County, Florida	
Scope of Work Primary auditor for the audit of financial statements, Federal and State Single Audit, other attestation engagements, including agreed-upon procedures for the NTD report for Broward County Transit		
City of Lakeland, Florida		
Scope of Work	Annual Financial and Single Audit (Federal and Florida), General Employee Pension Fund Audit, Lakeland CRA Audit, Lakeland Electric separate financial statements, assistance with bond issues and Certified Audit for Florida Sales and Use Tax.	
Pinellas County, Florida		
Scope of Work	Annual Financial and Single Audit (Federal and Florida) for Board of County Commissioners and Elected officials including separate financial statements for Sewer Department.	

Sustainability

It is Crowe's mission to promote an environmentally conscientious workplace through education, awareness, and partnerships thereby creating eco-friendly practices in which all individuals are able to contribute in ways that make a difference at work, at home, and within the community. We are able to leverage their passion for the environment to continually research ways to increase and promote our green efforts, which creates a culture of environmental stewardship in our local offices. Through this effort, each of our 30 locations is making substantial grassroots contributions towards environmental sustainability. We seek continual improvement and look for additional opportunities in every facet of our business.

Core Business Operations

Crowe Horwath LLP is committed to bringing environmentally conscientious decisions to every element of our business, as is economically practical. We are striving to incorporate environmental accountability and thoughtfulness throughout our culture and business practices. We carefully consider the environment as we manage our business operations and processes, our approach to meetings, and our use of office equipment and break-room supplies.

Many components of our business are conducted in our office locations, reducing the need to travel to our client's location. This places less strain on our client resources, reducing the need to provide workspaces and associated requirements such as power, HVAC, lights, etc.

Many meetings can be conducted via video conference or teleconference. By utilizing these technologies, we are able to reduce travel and our carbon footprint. We also utilize content sharing tools and have invested in audio and video equipment to support virtual collaboration across the firm.

Flexible work arrangements allow some of our people to be productive from any off-site location. This decreases the impact on the environment by avoiding unnecessary commutes and reducing the number of workspaces needed.

Alternative Officing is a program that provides a productive work environment for our staff while reducing our real estate footprint and utility usage. Staff who frequent client locations are not assigned a permanent workspace in their home office. Instead, staff make a workspace reservation when planning to visit an office. Our comprehensive program creates a welcoming and pleasant experience for our people while effectively managing our carbon footprint.

Crowe offers rideshare opportunities through its Carpool database. If travel to another Crowe location is necessary, individuals can consult the Carpool database to identify potential rideshare opportunities to reduce the number of ground travel instances.

Virtual and e-learning training classes are another component of our business we utilize to reduce our environmental impact. By offering classes virtually, we eliminate the need for travel thereby reducing emissions associated with air and ground transportation.

Paper Consumption

We are focused on managing and reducing our paper consumption. For these reasons, we have implemented the following guidelines our offices:

- Many of our people work with two or more monitors, promoting a paperless environment.
- Our copy paper meets the guidelines for the Sustainable Forestry Initiative and our supplier participates in Project Up, a program that aims to reduce environmental impact.
- Many of the firm's printing devices are defaulted to duplex printing.
- Our national onsite shred vendor recycles all paper. The shredded materials are then processed at a paper mill for pulping. The resulting products are used for paper towels, napkins and tissues.

Other Product Consumption

We encourage our people to use reusable glassware, mugs, and silverware. When we do purchase break-room products, we work with suppliers to ensure that our purchasing habits match our environmental conscious commitment. Our suppliers have similar commitments to the environment.

- We make a concerted effort to use only recyclable break-room supplies such as coffee cups, plastic-ware, etc.
- We strive to purchase environmentally friendly cleaning supplies and to collaborate with our property management teams to use these products as well.

Printer/Copier Equipment

We have significantly reduced the amount of stand-alone printers that use toner cartridges. Our multifunction printers are on an energy saving setting during the workday and on stand-by after work hours. In addition to significantly reducing the number of printer devices, we recycle printer and toner cartridges.

Building Systems

We continue to focus on our environmental accountability as we consider property owners, buildings, design elements, and construction methods and materials.

We encourage all of our property owners to be educated and committed to environmental issues. When possible, we work with them to apply for LEEDs certification. With our own properties, we continually review our core building systems and have embarked in a multi-year improvement process.

Construction Finishes

From the onset of each construction project, we require that sustainability is a priority. This results in the use of cradle to cradle carpeting, motion sensor light controls, eco-friendly framing, wall, ceiling and lighting materials, etc.

Furniture

We often use refurbished furniture. In addition to it being cost effective and more readily available, we prevent it from contributing to over-crowded landfills.

Building Grounds

We work closely to ensure that our grounds of our building reflect the community's environmental commitment.

Blinds

Another way we conserve energy throughout the year is to use our window blinds to block heat during warmer months and retain heat during colder months.

Approach to Scope of Work

Understanding of the Work to be Performed

Based upon our review of the request for proposal document, it is our understanding that Crowe will provide the following services:

- For the City
 - A report on fair presentation of the basic financial statements, as a whole, in conformity with generally accepted accounting principles.
 - A report on the internal control structure based solely on the auditor's understanding of the control structure made as part of the audit of the financial statements.
 - A report on compliance with applicable laws and regulations that may have a material effect on the financial statements.
- For the City's Federal Awards and State Financial Assistance Programs
 - Federal and State single audit reports that comply with OMB Circular A-133 (Uniform Guidance) and the Florida Single Audit Act.
- For the City's large user wastewater agreements
 - A report on fair presentation of the schedule of large user wastewater treatment rate computation, in conformity with generally accepted accounting principles.
- For the Community Redevelopment Agency (CRA)
 - A report on fair presentation of the basic financial statements, as a whole, in conformity with generally accepted accounting principles.
- Reporting to the Audit Advisory Board
 - Review Management Letter Comments
 - Review Draft General Distribution CAFR
 - Review and advise of independent audit findings
 - o Review Draft Single Audit Findings
 - Discuss the corrective actions needed
 - o Review Draft of CRA audit report
 - We will assure that the City's Audit Advisory Board is informed of each of the following:
 - The auditor's responsibility under generally accepted auditing standards
 - Significant accounting policies
 - Management judgments and accounting estimates
 - Significant audit adjustments
 - Other information in documents containing audited financial statements
 - Disagreements with management
 - Management consultation with other accountants
 - Major issues discussed with management prior to retention
 - Difficulties encountered in performing the audit
 - Irregularities and illegal acts

Audit Approach

The following audit approach sets forth a work plan, including an explanation of the audit methodology to be followed to perform the nature of services requested in the RFP. The risks that are identified, the procedures that are performed or additional testing focus may change on a year-to-year basis based on the risk assessment, but the approach does not change.

Approach to Gain and Document the Understanding of the Internal Control Structure

Expectations for improved corporate governance have caused governmental organizations to rethink how they manage and control risk. Governments are reviewing the roles and responsibilities of internal audit and newly created internal controls functions to respond to the increased expectations of stakeholders. Crowe's public sector specialists have the breadth of knowledge and depth of experience necessary to effectively address compliance issues and implement new reporting and disclosure requirements for government organizations.

We provide a multidisciplinary approach to assessing financial and structural vulnerability and accountability that brings the type of governance, internal accounting and operational control, and regulatory oversight consulting that is becoming mainstream in corporate America and is at the forefront of thinking in the public sector. Measurement and mitigation of risk in the government context requires more than an auditor's approach. Our teams combine traditional accounting and auditor resources with operational design consultants and program managers to evaluate financial risk in light of program objectives and balance the need for increased accountability with the need to address program objectives.

The Statements on Auditing Standards (SAS) Nos. 104 through 111 and 114, issued by the American Institute of Certified Public Accountants (AICPA), considerably affect the way audits for government organizations are to be completed. Government entities need to select an audit firm that can meet the requirements of these regulations as well as the specific needs of the organization.

Crowe uses a risk based approach to auditing that heavily emphasizes the understanding, corroborating and testing of internal controls to assess risk within the client organization. The primary areas we cover include entity wide controls, IT controls and specific account or cycle level controls. We use personal interaction, flow charting and web based interactive tools to understand, gather, corroborate and test internal controls in order to assess risk.

While Crowe used a risk-based approach for several years prior to the implementation of the newer standards, our audit process was strengthened with the new standards. Our desire to continue to provide value and a high-quality audit remains unchanged. We differentiate our services from those of our competitors through close personal involvement from all levels of the engagement team and regular, focused communication with your management team.

While the audit process can still be separated into unique phases, the process is not as linear as it was previously. It is likely that decisions reached and information obtained in an earlier phase of the audit may need to be reconsidered based on evidence gathered in a later phase. Crowe's risk-based audit approach includes the following phases:



EXHIBIT 4

Phase I – Audit Strategy Development and Entity-level Controls Assessment and Testing

This phase of the audit process includes all pre-engagement activities; the preliminary planning process; obtaining an understanding of the City and its environment; evaluating and testing the design of entity-level controls (including policies and procedures that address significant assertions and affect the City as a whole); and identifying significant risks and our planned response to those risks.

Prior to each engagement we determine whether to accept or continue the client relationship, evaluate our independence, develop a preliminary overall audit strategy, establish an understanding of the engagement terms, and document that understanding in an engagement letter. Once these activities have been completed, we begin our planning process.

Planning affords us an opportunity to work closely with you to develop audit objectives and outline a plan for meeting those objectives. The planning process includes:

- Identifying the areas of audit emphasis;
- Assessing risk and materiality;
- Designing audit techniques and procedures;
- Discussing and assigning responsibilities; and
- Formalizing the reporting timetable.

During planning, we will ask you to identify areas of higher risk, which we will later address by designing specific controls or substantive tests customized to you. The Crowe approach includes direct input from your management team to ensure our understanding of the scope of perceived risk, your perspectives on the risk, and your expectations of the audit.

We will also review your recent audit reports to enhance our efficiency in requesting information and minimize your staff's time during our fieldwork. In addition to meeting with management, we will also make inquiries of those "charged with governance" as required by SAS 114. This standard requires us to communicate the auditor's responsibilities under generally accepted auditing standards and an overview of the planned scope and timing of the audit to the individuals identified as "those charged with governance."

Our key audit planning steps include:

- Entrance Conference. Designed to give our engagement team an overall understanding of your organization. The conference allows us to coordinate audit time frames and due dates, as well as determine the level of assistance we need from your staff and management team. A requested materials letter will be prepared and delivered to you prior to, or shortly after, the close of the conference.
- **Preliminary Analytical Review**. We use expectations based on information obtained from various sources, including conversations with management, review of board minutes and internal financial statements, as well as budgets, to perform a preliminary analytical review of account balances. During the review we will study trends, percentage changes, ratios, and other financial data relationships. We may also use computer-assisted audit techniques to compare your current financial data to at least the previous year of data for unusual fluctuations. We will also review your budget to analyze fluctuations and develop an understanding of your planned initiatives.
- **Brainstorming Meeting to Discuss Risk of Material Misstatement**. The Crowe engagement team, including the signing executive, will meet to discuss the susceptibility of the financial statements to material misstatement due to error or fraud. This meeting allows team members to share knowledge and gain a better understanding of the potential for material misstatement of the financial statements, including how management could perpetrate and conceal fraudulent financial reporting and how assets of the City could be misappropriated.

- Assessment of Audit Risk and Materiality Levels. Audit risk (the risk that an auditor may unknowingly fail to modify its opinion on materially misstated financial statements) and materiality must be considered together in designing the nature, timing, and extent of audit procedures. The Crowe team will determine our overall level of materiality and tolerable misstatement using professional judgment. This consideration is influenced by the auditors' perception of the needs of financial statement users and will therefore include both qualitative and quantitative factors. At the end of the audit we will review any known misstatements and their effect on your financial statements, working with you to determine whether passing on known misstatements will materially affect the financial statements.
- Documentation of Our Understanding of the City and Its Environment. This is the ongoing process of gathering and analyzing information about the City and its environment that continues throughout the audit. We will perform risk assessment procedures to gain an understanding of the City, such as regulatory and other external factors, the nature of the City and its related operations, objectives and strategies and the related operating risks that may result in a material misstatement of the financial statements; measurement and review of the City's financial performance; laws and regulations; and internal control, which includes the selection and application of accounting policies. Our procedures include inquiries, analytical procedures, observation, and inspection.
- **Documentation of Information Technology Systems**. This process includes a system overview and testing of the system for adherence to acceptable standards. Our approach to testing is documented in the chart below.



During Phase I, we will document any significant risks that are identified, as well as our planned response.

Phase II – Account-level Controls Assessment and Testing

Account level controls are the policies and procedures that address risks related to one particular type (or small group) of transactions or accounts. Once we have gained an understanding of your operations and controls at the account level, the engagement team will assess inherent risk and expected control risk by assertion. We will then corroborate the information we have collected and evaluate if controls were implemented as designed and that the design is appropriate. Corroboration must be accomplished even when testing of controls will not be performed. Corroboration includes observation and obtaining evidence such as documented approvals and any other relevant information that may be retained to show that a control has been implemented as designed. Inquiry alone is not sufficient as a form of corroboration.

The assertions identified in SAS 106, "Audit Evidence," may be classified in the following three broad categories:

- · Assertions about classes of transactions and events for the period under audit;
- Assertions about account balances at the period-end;
- Assertions about presentation and disclosure.

Inherent risk is the susceptibility of a relevant assertion to a material misstatement, assuming there are no related controls. Control risk is the risk that a material misstatement could occur in a relevant assertion and will not be prevented or detected on a timely basis by the City's internal controls.

When assessing inherent risk, the Crowe team will consider:

- The City and its environment
- External factors (for example, regulatory changes that may require major changes in operations);
- Complexity of underlying calculations;
- The City's experience with the transactions;
- Susceptibility to theft or fraud;
- Volume of transactions;
- Degree of judgment required and extent of estimates involved;
- Competence of client personnel; and
- Prior-period misstatements.

When assessing control risk, the Crowe team will consider:

- Prior findings in the specific account;
- Results of grant audits performed by state or federal auditors;
- Record-keeping and accounting;
- Control procedures and environment;
- Materiality of financial impact;
- Likelihood material amounts of cash or other assets could be misappropriated through fraud or theft;
- High public or political sensitivity to the subject matter; and
- Newness of the activity or changes in related conditions.

Risk assessment procedures are performed to provide a basis for assessing the risk of material misstatement (combined assessment of inherent and control risk) for each relevant assertion. Then, in the next phase, we design further audit procedures tailored to address each relevant assertion based on the risks identified.

Phase III – Performance of Audit Procedures

During this phase, the following procedures will be completed:

- Determining overall responses to assessed risk of material misstatement for the financial statements as a whole and at the opinion unit level;
- Designing further audit procedures to respond to those risks;
- Testing the operating effectiveness of controls;
- Performing substantive tests.

Based on our understanding and assessment of Entity-level controls, account-level controls, and any fraud risk factors identified, we develop audit procedures and programs clearly linked to and responsive to the assessed risk of material misstatement at the relevant assertion level.

Designing Procedures. In designing procedures, we consider factors such as:

- The significance of the risk;
- The likelihood a material misstatement will occur;
- The characteristics of the class of transaction, account balance, or disclosure involved;
- The nature of the specific controls used and whether they are manual or automated;
- Whether we expect to obtain evidence to determine if controls are effective in preventing or detecting material misstatement.

Determination of Sampling Techniques - Sample sizes of items to test that are representative of the population will be determined as early as possible to provide your staff with sufficient time to pull the requested documentation. We utilize guidelines established by auditing standards, which specify requirements for statistical and non-statistical sampling, to perform tests of internal controls and substantive tests as part of the audit of your financial statements.

Phase IV – Completion, Accumulation of Results, and Reporting

After completing audit procedures, the engagement team will perform certain procedures necessary to conclude the audit. These procedures include final analytical procedures, performing a subsequent events review, evaluating attorney letter responses, assisting in preparing and/or reviewing the completed financial statements, and obtaining representations from management.

During this phase, the auditor also accumulates all known and likely uncorrected misstatements, other than those that are trivial, and considers the nature and amount of the misstatements in relation to the affected opinion unit. The objective of the evaluation of uncorrected misstatements is to determine whether the financial statements taken as a whole and those of each opinion unit are free of material misstatement. Uncorrected misstatements will be communicated to those charged with governance at the conclusion of the audit.

Also during this phase, the engagement team will evaluate identified control deficiencies and determine whether these deficiencies, individually or in combination, are significant deficiencies or material weaknesses based upon both quantitative and qualitative factors.

The significance of a control deficiency depends on the potential for a misstatement, not on whether a misstatement actually has occurred. Any significant deficiencies or material weaknesses must be communicated in writing to those charged with governance.

The audit culminates in our report on your audited financial statements, which will include an opinion on the fair presentation of the basic financial statements as they conform to accounting principles generally accepted in the United States of America. As determined by requirements of "Government Auditing Standards" issued by the comptroller general of the United States (the "Yellow Book"), we will also include a report on compliance of your internal control structure with applicable laws and regulations based on the auditors' understanding of the control structure.

At the completion of the audit, we will submit the draft reports as outline in the RFP to management.

Once the reports have been reviewed by management and are approved in final form, we will be available to meet with those charged with governance to review the reports and address questions. Auditing standards require the auditor's report not be dated earlier than the date on which the auditor has obtained sufficient appropriate audit evidence to support the opinion.

Among other things, sufficient appropriate audit evidence includes evidence that the audit documentation has been reviewed and the City's financial statements, including disclosures, have been prepared and the organization has asserted it has taken responsibility for the financial statements. We will discuss your acceptance procedures with you at the start of the engagement to determine who within the City assumes responsibility for the statements. This will ensure the engagement is properly planned to provide sufficient time for review and acceptance procedures by your organization so final reports are available in advance of any and all reporting deadlines.

Single Audit Approach

Please note that OMB Circular A-133 is no longer applicable for Federal single audits. Current Federal single audit guidance is contained in *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Crowe audit team has experience with more than 100 single audit clients and with several Federal and state cognizant agencies auditing billions of dollars in federal and state funds on an annual basis. During the audits, we have worked closely with a variety of Federal agencies including the departments of Agriculture, Education, Labor, Transportation, Health and Human Services, and Housing and Urban Development, and the Environmental Protection Agency.

We will begin our Single Audit procedures and program specific grant procedures by developing a comprehensive understanding of laws and regulations that have a direct, material effect on the determination of amounts in your financial statements.

This understanding will be based on:

- Identification of Federal/state award programs and total federal/state expenditures;
- Determination of major Federal award programs;
- Discussions with your staff;
- Review of Board minutes, prior audits, and grant and contractual agreements; and
- Review of the relevant Federal program requirements from the "2 CFR 200, Compliance Supplement" issued by the Office of Management and Budget and the "Catalog of Federal Domestic Assistance."

Crowe's Single Audit approach is based on guidance available in *OMB 2 CFR 200, Compliance Supplement and Government Auditing Standards* issued by the Comptroller General of the United States. When testing your major federal/state programs, we follow the suggested audit procedures included in the Compliance Supplement. For Federal or state programs for which guidance is not available, we will establish programs using applicable grant agreements and federal regulations.

Key Elements of the Single Audit Process

Crowe's audit team will work closely with your management team through the entire Single Audit process which includes the following elements:



Phase I - Planning

- Gain an understanding of your major internal control systems and environment related to your major Federal/state grants;
- Review your administrative systems for Federal and other grant programs;
- Assess risk related to Federal programs;
- Conduct a brainstorming session in accordance with SAS 99, including Federal and other grant program administration;
- Obtain the "Schedule of Expenditures of Federal Awards" (SEFA);
- Review your prior year SEFA and "Schedule of Findings and Questioned Costs";
- Prepare an analysis of federal programs according to type (i.e. Type A or Type B Program);
- Determine major programs by type based on the audit risk analysis in the assessment performed; and
- Determine the reliance to be placed on your systems of internal control for Federal and other grant programs through documentation and control testing.

Phase II - Fieldwork

- Review audit programs from the Compliance Supplement to determine the adequacy of the programs;
- Review and document the requirements of the programs to be tested;
- · Revise programs as necessary based on program requirements;
- Interview staff, management, counsel, and officials based on planning;
- Determine sample selection methodology and the types of procedures that will be performed using selected transactions and documents;
- Samples will be selected based on the current edition of the AICPA guide, Government Auditing Standards and Circular A-133 Audits - Clarified, Chapter 21 titled "Audit Sampling Considerations of Uniform Guidance Compliance Audits" (Chapter) to address sampling in a single audit environment. The Chapter provides context around when sampling may apply in a single audit; planning considerations; suggested minimum sample sizes (including sample size tables); sample selection methods; evaluation considerations for control deviations and compliance exceptions; and documentation elements relating to sampling.
- Select the transactions and documents for testing;
- Perform the audit procedures as documented in the audit programs;
- Document testing results; and
- Evaluate the results of testing and determine areas that require further examination.

Phase III - Review of Testing Results

- Establish the review protocol for evaluation of results;
- Review potential findings and questioned costs and communicate with your management;
- Review compliance requirements and compare expected results to the exceptions noted to evaluate materiality; and
- Draft a summary of the testing results.

Phase IV - Reporting

- Review Federal, state, and other grant reporting requirements;
- Determine which internal control findings are significant deficiencies or material weaknesses;
- Prepare findings and draft the auditor's reports;
- Review draft reports with your management; and
- Evaluate management feedback and proposed corrective action, make revisions as necessary, and finalize the reports.

Time Line

As your current auditor, Crowe understands the City's desired audit schedule. Upon engagement, we will conduct a planning session to fully develop an audit calendar that meets the needs of the City. We will agree upon all due dates and timelines with you during the planning meeting.

As a general summary – we are available to conduct your interim and year-end fieldwork at the times you desire, and commit to completing the draft and final versions of your audited financial statements by your required due dates. The timing outlined below is based on the schedule set forth in the RFP. By creating a detailed timeline in the planning stages of the engagement, we are able to clearly agree upon all due dates and establish mutual accountability.

Task	Completion Schedule
Entrance conference with key City staff and Audit Advisory Board	Week following execution of the Agreement
Detailed Audit Plan presented to key City staff and Audit Advisory Board	July 27, 2017
Interim Fieldwork	Month of July and August
Progress conference with key City staff and Audit Advisory Board to discuss interim results	October 26, 2017
Year-End Fieldwork	December through February
Exit conference with key City staff	Mid-February
Exit conference and presentation of financial statements to key City staff and Audit Advisory Board	Late February or early March
Presentation of Final Report and recommendations to City Council	March 18

Current Workload

Our current workload includes audits of local governments throughout Florida. We currently staff those engagements through a team of auditors that specialize in governmental auditing. Those auditors are assigned to engagements based on the agreed to timelines with our clients for completing the audit. The team assigned to the audit of the City is assigned because of their availability during the timeline for completion of the City's audit. This team will be dedicated to the City to ensure a smooth efficient audit. The team assigned includes individuals that currently work on the audit of the City therefore there will not be a learning curve for our team. The City will not be affected by any of our other audits.

Audit Technology Tools

Crowe utilizes several key technology systems to improve audit efficiency and effectiveness. Our use of technology in the audit process benefits you in the following ways:

- **Efficiency**. Your audit files are designed with you in mind including planning forms, audit programs and procedures, and other unique aspects of the city. This promotes efficiency and allows for easy documentation, exchange and review of information.
- Communication. When you have a question, all client information is at our fingertips to access at any time no matter where we are located, even from prior year audits. Questions on workpapers or other issues can be accumulated and sent via e-mail or CiRT[®] in order to reduce the number of interruptions to your daily routine during audit fieldwork.
- **Technical Information**. In addition to our extensive industry experience, the Accounting Research Manager (ARM) system allows us to provide up-to-date technical information quickly. Accounting standards and support can be provided to management at any time during the audit process.

Our auditing philosophy, commitment, attitude and technology effectively distinguish us with our clients and in the marketplace.

Crowe Insight Center for Audit™

The Crowe Insight Center for Audit is a software application for the comprehensive delivery of audit services to organizations under audit. It includes:

- Proprietary audit methodology
- Documentation in accordance with auditing standards
- Project management capabilities for interaction with subject matter experts
- Capability for Crowe Horwath International firms to directly access audit files (when permitted by engagement teams)
- Capabilities for electronic interchange of data with clients using managed workflow

Crowe Insight enhances the effectiveness and efficiency of the audit process and facilitates staff coordination and supervision regardless of geography.

CiRT[®]

In most engagements, a significant amount of time is spent gathering key documents, reports, and reconciliations; preparing certain schedules and analyses; and responding to various questionnaires. To meet the challenges of managing this complex information-gathering process, Crowe has developed a secure web-based repository, the CiRT solution, which improves communication and effectively organizes this critical information.

CiRT benefits include:

- Saves time;
- Facilitates efficient communication;
- Promotes task delegation and prioritization;
- Reduces duplicate requests and minimizes disruptions; and
- Enables efficient project management.

With this innovative tool, clients can manage workflow through a centralized individual who can assign and delegate requests to other company personnel; track project activity by assigned individual, due date, and status with a user friendly, easy-to-use, dashboard interface; quickly view and monitor project progress with an at-a-glance report feature; and access how-to videos and training materials through the enhanced learning center.

Through a single portal, CiRT allows you to gain visibility into multiple projects. Originally



designed to streamline complex audit processes, CiRT is now adapted for Crowe tax, risk management, and performance projects. That means the City can expect fewer duplicative requests for information and improved consistency and efficiency.

Monarch

Monarch is a report extraction utility which allows the auditor to selectively convert the fields contained within standard business application reports into data files for further analysis.

Audit Control Language

ACL (Audit Control Language) is a data manipulation utility which allows the auditor to interpret data from virtually any type of data file format for the following purposes: footing, sorting, summarizing, selecting, extracting, re-calculating, sampling, matching, merging, re-aging, and detecting gaps/duplicates.

These techniques may include testing the accuracy, completeness and integrity of individual accounts or transactions. Or, they may be used to address the need to perform ad-hoc and perhaps exhaustive application of differing criteria to analyze the operational quality of assets represented by such data.

Because of the tremendous speed and storage capabilities of such tools, our financial auditors will be able to electronically examine a much higher percentage of original data than if left to purely manual testing methods. In summary, with the use of Monarch and ACL, our audit procedures can be far more effective in providing value-added information regarding your business applications.

Accounting Research Manager

Accounting Research Manager (ARM) is a comprehensive online database of expert-written analytical accounting, auditing, as well as primary source data. It includes the full suite of publications from the Governmental Accounting Standards Board, the GAO, Financial Accounting Standards Board, Emerging Issues Task Force, Securities and Exchange Commission, American Institute of Certified Public Accountants, and International Accounting Standards Board. In addition, interpretive analyses are provided in many areas.

Cost Summary

Our goal in setting fees is simple: provide long-term, cost-effective pricing for our clients. Before reviewing the fees listed, you should understand several key points about our fee commitment.

It is our firm's philosophy that communication throughout the year with management in order to reach a consensus on large or unusual transactions and implementation of new audit standards and tax law is integral to the engagement's success. We do not bill for a reasonable amount of such advice and counsel during the year.

Our fee structure is designed to ensure that our clients are not reluctant to call us when questions arise. Routine telephone calls are considered part of the basic services and do not involve additional fees. If a question results in significant research or additional work or if we are requested to perform a consulting project, such effort is billed separately. We will, of course, provide you with an estimate of fees for such services and obtain management approval before proceeding. We will not surprise you with additional billings that have not been agreed to by all parties in advance.

We have provided the Cost Proposal Form in the Required Forms section of this proposal.

Fee Assumptions

We will present an engagement letter annually to reconfirm our engagement terms. This fee is inclusive of out-of-pocket expenses including travel, and it takes into account the agreed-upon level of preparation and assistance from your personnel. Our fee quote is based upon your finance team providing draft financials prior to our scheduled fieldwork, with no significant audit adjustments. We will advise management should this not be provided or should any other circumstances arise that may cause our time to exceed this estimate.

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate City personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the City will cooperate with our requests for information such as explanations of account activity.

Additionally, we assume the City will provide a copy of the capital assets ledger including current year additions and dispositions and depreciation by functional expense. We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the City will prepare confirmation letters, and the draft CAFR including the Introductory Section, the MD&A section and the Statistical section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the City or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

References

Quality work, based upon strong competency and directed towards our client's needs, is the core element of creating value for our clients. Quality service involves prompt and efficient service delivery and effective communications with clients. Business relationships involve gaining trust and respect by listening to our client's needs and developing a comprehensive understanding of their business.

Our clients are the best judges of our ability to exceed your expectations. Please feel free to contact any of the individuals listed below for an appraisal of our work.

	Miami Beach, Florida
Contact (Name, Title, Address, Phone, Email)	Allison R. Williams, CPA, CGFO, CGMA 305.673.7000 ext. 6608 allisonwilliams@miamibeachfl.gov
Description of Work	Primary auditor for the audit of financial statements, Federal and State Single Audit, includes separate financial statements for Miami Beach Redevelopment Agency, Miami Beach Parking System Fund, Miami Beach Visitors Convention Authority as managed by Global Spectrum, as well as program specific audits for Building Better Communities bond program and Children's Trust program.
Year Project Completed	2014 to present
Total Cost of Project (Estimated & Actual)	\$225,000 estimated and actual

City of Lakeland, Florida		
Contact (Name, Title, Address, Phone, Email)	Michael C. Brossart, Finance Director 863.834.6224 michael.brossart@lakelandgov.net	
Description of Work	Annual Financial and Single Audit, General Employee Pension Plan audit, Lakeland Electric, separate financial statements, assistance with bond issues and Certified Audit for Florida Sales and Use Tax.	
Year Project Completed	2007 to present	
Total Cost of Project (Estimated & Actual)	\$166,000 estimated and actual	

Broward County, Florida		
Contact (Name, Title, Address, Phone, Email)	Susan Friend, Director of Accounting 954-357-7199 sfriend@broward.org	
Description of Work	Primary auditor for the audit of financial statements, Federal and State Single Audit, other attestation engagements, including agreed-upon procedures for the NTD report for Broward County Transit.	
Year Project Completed	2010 to present	
Total Cost of Project (Estimated & Actual)	\$860,000 estimated and actual	

Pinellas County, Florida			
Contact (Name, Title, Address, Phone, Email)	Claretha Harris, Deputy Director of Financial Services 727.464.8370 <u>clharris@co.pinellas.fl.us</u>		
Description of Work	Audit of financial statements, Federal and State Single Audit, Board of County Commissioners and Constitutional Officers, includes and separate financial statements for Sewer department.		
Year Project Completed	2013 to present		
Total Cost of Project (Estimated & Actual)	\$325,000 estimated and actual		

Minority/Women (M/WBE) Participation

Supporting minority, women and disadvantaged owned and small businesses (M/WBE) is a logical extension of Crowe's commitment to diversity and inclusion. Crowe actively seeks out and includes these businesses to assist with projects in the areas in which Crowe provides services. Crowe has used small and disadvantaged businesses successfully in the past and is committed to subcontracting to the extent possible in the future.

We utilize local professional organizations in the geography where work is to occur, and we network with current and past subcontractors. We also contact those professional organizations and trade associations that are representative of the various business categories. These include, but are not limited to, certified public accounting firms, Small Business Administration offices, United States Department of Veterans Affairs business locations, and the National Association of Women Business Owners. We identify qualifying organizations through networking at professional conferences and other business relationships. In addition, we work with companies that specialize in supplementing personnel needs, which we can engage to identify qualifiers.

In addition, we have a related company that specializes in supplementing personnel needs who we can engage to identify qualifiers from their database.

Crowe has a national presence and as such has many contacts within the various professional disciplines which are not part of the business categories above. We leverage these contacts to assist in meeting our commitments and stated goals.

Subcontractors

Based on our understanding of the work and previous experience of providing services to the City of Fort Lauderdale, we do not plan to use subcontract resources. Should this change, we will review staffing changes in advance with the City.

Required Forms

We have included these completed forms on the following pages:

- a. Proposal Certificate
- b. Cost Proposal
- c. Non-Collusion Statement
- d. Local Business Preference (LBP)
- e. Contract Payment Method
- f. Sample Insurance Certificate
- g. Business License

Due to varying file types, these pages will not display on the Table of Contents.

CAM 17-0447

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BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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)	rowe Horwath LLP		
Address: 401 East Las Olas Bo	ulevard, Suite 1100		
City: Fort Lauderdale	State: Florida Zip: 3330	1-4230	
Telephone No. 813.209.2585	FAX No. 954.202.8636	Email: john.web	per@crowehorwath.com
Delivery: Calendar days after reco	· · · · · ·		onditions): N/A
Total Bid Discount (section 1.05	of General Conditions):	N/A	
Does your firm qualify for MBE o	WBE status (section 1.09	of General Conditions	ы): MBE NO
ADDENDUM ACKNOWLEDGEM and are included in the proposal:	ENT - Proposer acknowled	lges that the following ac	ddenda have been received
Addendum No. Date Issued			endum No. Date Issued
#1 01/03/17 01/04/17	#2	01/06/17	Q & A
Q & A 01/09/1	7 Q & A	01/13/17	Q & A
01/16/17			

<u>VARIANCES</u>: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.

Please see our Variance Statement on the following signature page.	5

City of Fort Lauderdale

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 City 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 City'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 City's protest ordinance contained in this competitive solicitation.

Submitted by:

John C. Weber Name (printed)

January 19, 2017 Date:

C. Wiln Signature

Partner Title

Variances

We have reviewed the specifications and general terms and conditions provided for in this RFP. We have provided a template engagement letter on the following pages and respectfully request that should be be selected to engage in negotiations for services, the parties will use this letter in lieu of the sample document provided by the City to negotiate appropriate and mutually acceptable terms and conditions.

Date, 2017

Mr. Kirk W. Buffington, Director of Finance City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, Florida 33301

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to the City of Fort Lauderdale ("the City" or ""you", "your" or "Entity" or "Client") for the year ending September 30, 2017. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the individual fund financial statements of City of Fort Lauderdale Community Redevelopment Agency ("CRA") which collectively comprise the basic financial statements of the City for the period indicated. We will also audit and report on the Schedule of Large User Wastewater Treatment Rate Computation for the year ending September 30, 2017.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards and State Financial Assistance

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Funding Progress
- Schedule of Changes in the Net Pension Liability and Related Ratios
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section of the Comprehensive Annual Financial Report
- Statistical Section of the Comprehensive Annual Financial Report

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550 Rules of the Florida Auditor General. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards and State Financial Assistance (as noted above), and on your compliance with Federal and State statutes, regulations, and the terms and conditions of Federal awards and State financial assistance and on its internal controls as required for a Single Audit. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the City's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report will be addressed to the City Commission through the Audit Advisory Board of the City. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the

results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, 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 of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor Auditor General*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. The objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the City only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The City Responsibilities

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. The City's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up

and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the City, and their knowledge of any fraud or suspected fraud affecting the City.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to compliance with the requirements of its Federal programs and State projects. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to 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 designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

You agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses

suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Standard billing rates to be used for any requested other services are as follows:

Audit

Partner - \$440	Partner - \$440
Manager - \$250	Manager - \$250
Senior - \$155	Analyst - \$155
Staff - \$120	-

FEES

Our fees, including out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 45 days of receipt are subject to a monthly interest charge in accordance with the Florida Local Government Prompt Payment Act, which we may elect to waive at our sole discretion. In litigation regarding the payment of fees following any ensuing appeal the non-prevailing party agrees to pay the prevailing party's reasonable attorneys' fees. If any amounts invoiced remain unpaid 45 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Audit of the City's financial statements for the year ending September 30, 2017		94,000
Audit of the City's CRA financial statements for the year ending September 30 2017), \$	3,000
Audit of the Schedule of Large user Wastewater Treatment Rate Computation for the year ended September 30, 2017	n \$	2,000
Federal and State Single Audit the year ending September 30, 2017	\$ 5,000 pe	er program

The fee does not include the preparation of the Financial Statements, Schedule of Large User Wastewater Treatment or the Schedule of Federal Expenditures and State Financial Assistance Projects.

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate City personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund

equity. We assume that the City will cooperate with our requests for information such as explanations of account activity.

Additionally, we assume the City will provide a copy of the capital assets ledger including current year additions and dispositions and depreciation by functional expense. We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the City will prepare confirmation letters, and the draft CAFR including the Introductory Section, the MD&A section and the Statistical section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the City or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

OTHER MATTERS

By your signature below, you confirm that the City, through its City Commission, has expressly authorized you to enter into this Agreement with us on behalf of, and to bind the City.

The parties agree that Crowe shall not be liable for or subject to non-monetary or equitable relief of any sort or any other remedy that (i) is inconsistent with the Agreement to which this engagement letter is attached, or (ii) would impose liability inconsistent with applicable professional standards. The parties agree that any liability of Crowe shall not include punitive damages or any other damages not measured by the prevailing party's actual direct damages, and the City expressly waives any right to obtain such damages from Crowe.

If a dispute is not resolved by negotiation, the parties agree to waive a jury trial to facilitate judicial resolution and save time and expense. Each party has sought review of this waiver by its counsel. This waiver is irrevocable, may not be modified either orally or in writing, and shall apply to any amendments, renewals, or modifications. In the event of litigation, this Agreement may be filed as written consent to a bench trial.

Notwithstanding anything to the contrary in the Agreement, no provision in this Agreement (including without limitation the Indemnification provision of the Agreement) shall be construed to require performance or require Crowe to assume any obligation inconsistent with any applicable professional rules or standards, and no provision shall be given effect if such effect would require performance or require Crowe to assume any obligation inconsistent with any applicable professional or standards or which would impair Crowe's independence as that term is understood under professional rules and standards relating to audit and/or accounting services. In addition, the management of the City is responsible for the financial statements, including selecting and applying the accounting policies. Management is also responsible for establishing and maintaining effective internal control that will, among other things, permit the preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

The required insurance certificates have been submitted to the City and have been approved as meeting the Agreement insurance requirements.

This engagement letter and the contract and all attachments to the contract reflect the entire Agreement between us relating to the services set forth in this letter.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return a copy of this letter at your earliest convenience. If you have any questions or concerns, please contact John Weber at 813.209.2585.

ACCEPTANCE:

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the City the terms and conditions as stated.

IN WITNESS WHEREOF, City and Crowe have duly executed this engagement letter as of the date below.

City of Fort Lauderdale Authorized Representative of the City of Fort Lauderdale's Management

Signature

Signature

Printed Name

Printed Name

Crowe Horwath LLP

Title

Title

Date

Date
Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested to perform the Services. Access to personnel and information are key elements for Crowe's successful completion of Services and setting of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage. Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers. Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

INTELLECTUAL PROPERTY – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, Reports, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

AGGREGATED DATA – Client agrees that Crowe may from time to time use and process Client's confidential information for data aggregation and/or industry benchmarking purposes. In using Client's confidential information for data aggregation and/or industry benchmarking purposes, Crowe will maintain Client's information as confidential unless Crowe removes data that specifically identifies Client and Client's customers.

SAGEWORKS BENCHMARKING – Client agrees that Crowe may from time to time provide Client's confidential accounting and / or financial data to a third party, Sageworks, Inc., for research or benchmarking purposes. Client's agreement in the prior sentence is based on Crowe's agreement to maintain such information as confidential and not to identify Client in any benchmarking reports. The information disclosed will include Client's six digit North American Industry Classification System (commonly referred to as the "NAICS" code) and certain balance sheet and income statement category totals required to generate the following financial metrics and ratios: current ratio, quick ratio, average days in inventory, average days in accounts receivable, average days in account payable, debt-to-equity ratio, debt service coverage, return on equity, return on assets, gross margin, net profit before taxes, and earnings before interest, taxes, depreciation and amortization ("EBITDA"), and number of full time employees (or their equivalent) for average revenue and return on assets per employee.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe's client offerings. Client agrees that Crowe may use Client's name and generally describe the nature of the engagement(s) provided to Client in marketing to prospective clients, and Crowe may also provide prospective clients with contact information for Client personnel familiar with Crowe's Services for Client.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any special, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION - If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. As a rule, the arbitrator(s) will not permit discovery, but the arbitrator(s) may authorize only limited discovery upon a showing of substantial need by a party. In no event will the arbitrator(s) permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) may rule on a summary basis, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the demand or less and must be concluded within ten (10) business days absent written agreement by the parties to the contrary, but these time limits are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

AFFILIATES – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP.

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Crowe Horwath LLP

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. General Financial Audit (Annual)

2. Federal Award or State Financial Assistance Program (price per program)

\$<u>5,000</u>

\$ 199.000

3. Additional Services

Please describe the Proposer's basis for quoting fees for additional auditing services to be performed on an "as needed" basis such as for statement reviews, defeasance schedules for city issuance of debt, review of supplemental financial statements, etc. (Provide any rate schedules if applicable).

HOURLY RATES SHALL BE SUBMITTED AS PART OF YOUR RESPONSE.

<u>\$ See Next Page for Hourly Rates</u>

Total Project Cost

\$ 199,000 plus \$5,000/Program

Submitted by:

John C. Weber Name (printed)

The c. web

Signature

January 19, 2017 Date Partner Title h

CAM 17-0447 EXHIBIT 4 Page 41 of 64 p. 29 The fee for the General Financial Audit as shown in the cost proposal includes:

- For the City:
 - A report on fair presentation of the basic financial statements, as a whole, in conformity with generally accepted accounting principles.
 - A report on the internal control structure based solely on the auditor's understanding of the control structure made as part of the audit of the financial statements.
 - A report on compliance with applicable laws and regulations that may have a material effect on the financial statements.

• For the City's Federal Awards and State Financial Assistance Programs:

 Federal and State single audit reports that comply with OMB Circular A-133 and the Florida Single Audit Act.

• For the City's large user wastewater agreements:

• A report on fair presentation of the schedule of large user wastewater treatment rate computation, in conformity with generally accepted accounting principles.

• For the Community Redevelopment Agency (CRA):

• A report on fair presentation of the basic financial statements, as a whole, in conformity with generally accepted accounting principles.

Reporting to the Audit Advisory Board

The fee does not include the preparation of the Financial Statements, Schedule of Large User Wastewater Treatment or the Schedule of Federal Expenditures and State Financial Assistance Projects.

The fee quote is for the Fiscal Year 2017 audit. Fees for subsequent years will increase by 3% each year.

Fees for Additional Services

Audit services	
Classification	Hourly Rate
Partner	\$440
Manager	\$250
Senior	\$155
Staff	\$120

IT Consulting

Classification	Hourly Rate
Partner	\$440
Manager	\$250
Analyst	\$155

General Employees' Retirement System (GERS) Audit

As requested in the RFP we are to provide a separate quote for the GERS audit. The fee for the GERS audit would be \$14,500.

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 City of Fort Lauderdale, 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 City of Fort Lauderdale, 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.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City 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).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	<u>RELATIONSHIPS</u>
-	
N/A	N/A

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



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LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a Class A Business as defined in City of Fort Laud 12-04, Sec.2-199.2. A copy of the City of Fort Lau Business Tax Receipt <u>and</u> a complete list of fu evidence of their addresses shall be provided within formal request by the City.	uderdale current year ull-time employees and
	Business Name		
(2)	Business Name	 is a Class B Business as defined in the City of Fort La C-12-04, Sec.2-199.2. A copy of the Business Tax Re full-time employees and evidence of their addresses 10 calendar days of a formal request by the City. 	eceipt <u>or</u> a complete list of
		is a Class C Business as defined in the City ofFort La ————————————————————————————————————	
(3)	Crowe Horwath LLP* Business Name	shall be provided within 10 calendar days of a formal	
(4)	Business Name	requests a Conditional Class A classification as d Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Wr shall be provided within 10 calendar days of a formal	itten certification of intent
(5)		requests a Conditional Class B classification as d Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Wr shall be provided within 10 calendar days of a formal	itten certification of intent
	Business Name	is considered a Class D Business as defined in the	e City of Fort Lauderdale
(6)	Business Name	Ordinance No. C-12-04, Sec.2-199.2. and does Preference consideration.	
BIDDER'S	COMPANY: Crowe Horwath LLP		
AUTHOR COMPAN	Y John C. Weber	John C. ulelu	January 19, 2017
PERSON	: NAME	SIGNATURE	DATE

*A copy of Crowe Horwath LLP's Broward County Local Business Tax Receipt Certificate has be provided on the following page.

		S Andrews A	ve., Rm, A-100,	Ft. Lauderdale,	NESS TAX R FL 33301-1895 GH SEPTEMBE	5 - 954-831-40	00			
	[Business Na	DBA: ame: CROWE H	ORWATH LLP		Receipt Business Typ	#:317-1229 C P A (P A e:	(CPA))			
B	lusiness Loca	ame: CROWE HO tion: 401 E Li FT LAUD one: 954-202	AS OLAS BLVD ERDALE		Business Opene e/County/Cert/Re Exemption Cod	g: AD65785				
	Roc	oms	Seats	Employees 11	Machines	Profes	sionals			
			F	or Vending Business O	nly					
	Number of Machines: Vending Type:									
Tax Amount Transfer Fee NSF Fee				Penalty	Prior Years	Collection Cost	Total Paid			
ŀ	45.00	0.00	0.00	6.75	0.00	0.00	51.75			

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CROWE HORWATH LLP 401 E LAS OLAS BLVD STE 1100 FORT LAUDERDALE, FL 33301 Receipt #WWW-16-00003526 Paid 11/02/2016 51.75

2016 - 2017

CAM 17-0447 EXHIBIT 4 Page 45 of 64

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

Crowe accepts the following forms of payment: Electronic (ACH and Wire Transfer) Check

Master Card

Visa Card

Company Name: Crowe Horwath LLP

John C. Weber Name (Printed)

	The a walk
	mc.au
Signat	Iro

Ignature

1

January 19, 2017 Date:

Partner Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2016

C B	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.									
th th	IPORTANT: If the certificate holder the terms and conditions of the policy ertificate holder in lieu of such endors	, certa	ain po	olicies may require an er						
	DUCER	semer	11(5).		CONTA NAME:	CT CSU Cł	nicado			
	B International Midwest Limited				PHONE	, Ext): 312-92		FAX (A/C, No):		
	East Jackson Boulevard				E-MAIL	0, Ext): 012-92	22-3000 22-3000	(A/C, No):		
Chie	cago IL 60604	·			E-MAIL ADDRESS: CSUChicago@hubinternational.com					
					INSURER(S) AFFORDING COVERAGE INSURER A :Hartford Underwriters Insurance C					NAIC # 30104
	IRED	CROV		17			Insurance (20281
	we Horwath LLP	51101	NOI1	12				nce Company		19682
	East Jefferson Blvd							isurance Company		29424
Sou	ith Bend IN 46601						Casually II	Isurance Company		29424
					INSURE					
	VERAGES CER	TIEIC	ATE	NUMBER: 1368187263		RF:				
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	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIRI PERT <i>I</i>	EMEN AIN, T	IT, TERM OR CONDITION	OF AN' ED BY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	т то	WHICH THIS
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000	.000
								MED EXP (Any one person)	\$10,00	,
								PERSONAL & ADV INJURY	\$2,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000	,
	X POLICY X PRO- JECT X LOC								\$4,000	,
	OTHER:								\$,
С	AUTOMOBILE LIABILITY			83UUNAR9509		4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	.000
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	ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
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Evic	dence of Insurance									
	RTIFICATE HOLDER				CANO	ELLATION				
					0/110]
	Crowe Horwath LLP					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
					AUTHO	RIZED REPRESE	NTATIVE			
					-	Juch	all &	ahlert	-	

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/16

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	IVELY O SURANC ND THE is an AE	OR NEGATIVELY AMEND, E DOES NOT CONSTITUT CERTIFICATE HOLDER. DDITIONAL INSURED, the policies may require an er	EXTEI	ND OR ALT CONTRACT	ER THE CO BETWEEN T endorsed.	VERAGE AFFORDED BY THI HE ISSUING INSURER(S), AU If SUBROGATION IS WAIVED	E POLICIES JTHORIZED
PRODUCER		5).	CONTA	CT Kelly (Col	lins) Metzger		
Aon Risk Services Northeast 199 Water Street, 9th Floor	Inc.		NAME: PHONE (A/C, No	312 38	, ,	FAX (A/C, No): 312-381	-7007
New York, N.Y. 10038			E-MAIL ADDRE	, EXU.	collins@aon.cor		
,					URER(S) AFFOR	ING COVERAGE	NAIC #
			INSURE	RA: Swiss R	e International S	SE	
INSURED Crowe Horwath LLP			INSURE	RB:			
330 East Jefferson Blvd			INSURE	RC:			
P.O. Box 7			INSURE	RD:			
South Bend, IN 46624-007			INSURE				
COVERAGES CEF		E NUMBER:	INSURE	RF:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	s of Insu Equirem Pertain	JRANCE LISTED BELOW HAY ENT, TERM OR CONDITION , THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF AN' ED BY	Y CONTRACT	OR OTHER INSURE OR OTHER I S DESCRIBEI	D NAMED ABOVE FOR THE POI DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
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						PREMISES (Ea occurrence) \$	
						MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	
						PRODUCTS - COMP/OP AGG \$	
OTHER:						\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
ANY AUTO						BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident) \$	
HIRED AUTOS						PROPERTY DAMAGE (Per accident)	
						\$	
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE						EACH OCCURRENCE \$	
CLAINIS-WAD						AGGREGATE \$	
WORKERS COMPENSATION						PER OTH-	
AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$	
OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	
A Professional Indemnity Insurance		MH89956.3		01-Nov-16	01-Nov-17	Not less than US \$1,000,000 any or all, including costs, charges and exp	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES (ACOF	RD 101, Additional Remarks Schedu			e space is requi	ed)	
CERTIFICATE HOLDER			CANC	ELLATION			
Crowe Horwath LLP 333 East Jefferson Blvd P.O. Box 7			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE EY PROVISIONS.	
South Bend, IN 46624-007			AUTHO	RIZED REPRESE	NTATIVE		
						Risk Services Northeast, Inc	·,
	The	ACOPD name and logo at				ORD CORPORATION. All Pig	Mts 7reserved. EXHIBIT 4



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY 240 NW 76TH DRIVE, SUITE A GAINESVILLE FL 32607

(850) 487-1395

CROWE HORWATH LLP PO BOX 3697 ONE MID AMERICA PLAZA, SUITE 700 OAK BROOK IL 60522-3697

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

LICENSE NUMBER AD65785

KEN LAWSON, SECRETARY



ISSUED: 10/20/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1510200001740

Appendix A: Resumes

We have provided resumes for the proposed engagement team on the following pages.



John C. Weber CPA – Partner

Profile

Mr. Weber has over twenty-five years of experience focused on providing assurance and consulting services to public sector clients. He has also served as Crowe's national partner in charge of the governmental audit practice.

Professional and Industry Experience

Mr. Weber provides financial, compliance and performance audit, as well as internal audit and management consulting services, to government, higher education and not-for-profit clients.

Publications and Speaking Engagements

Mr. Weber has authored a number of articles including:

- OMB Releases New Compliance and Reporting Information for Recovery Act Spending
- Preventing Deficiencies for Single Audits
- Avoiding Pitfalls in Single Audits
- Forming an Audit Committee: A Matter of Dollars and (Good) Sense

Professional Affiliations

- American Institute of Certified Public Accountants | Former Firm Representative to the Government Audit Quality Center
- Florida Institute of Certified Public Accountants
- Florida Government Finance Officers Association
- United States Comptroller General Advisory Council on Government Auditing Standards

Education & Certifications

- Bachelor of Science, Accounting
- Elmhurst College | Elmhurst, Illinois
- Certified Public Accountant (CPA)

401 E. Jackson Street, Suite 2900 Tampa, Florida 33602-5231 Direct 813.209.2585 Fax 813.229.5952 john.weber@crowehorwath.com www.crowehorwath.com

Client Focus

Services:

- Financial/Compliance/Performance
 Audits
- Internal Audit Outsourcing
- Management Consulting

Industries:

Public Sector

Sample Client Listing

County

- Broward County
- Pinellas County
- Polk County

State

- Florida State Board of Administration
- Illinois Department of Corrections
- Illinois Department of Revenue
- Illinois State Lottery
- Illinois State Treasurer's Office
- Illinois Student Assistance Commission
- Illinois Tollway Authority
- Indiana Bureau of Motor Vehicles
- Indiana State Lottery Commission
- Kentucky Lottery Corporation

Special Districts

- Chicago Park District
- Chicago Transit Authority
- Children's Board of Hillsborough County
- Dallas Area Rapid Transit
- Lakeland Area Mass Transit District
- Metra
- Metropolitan Water Reclamation District of Greater Chicago
- Miami Dade Transit
- Northern Indiana Commuter Transportation
 District
- North Texas Tollway Authority
- Pace (Suburban Bus Division of the Regional Transit Authority)
- Polk County Transit Authority

Municipal

- City of Boulder
- City of Coral Springs
- City of Coral Gables
- City of Dayton
- City of Fort Lauderdale
- City of Fort Worth
- City of Lakeland
- City of Miami Beach
- City of Tampa
- City of Tarpon Springs

Federal

• Special Inspector General for Afghanistan Reconstruction



Kevin W. Smith CPA – Partner 750 North Saint Paul Street, Suite 850 Dallas, Texas 75201 Tel 214.777.5200 Fax 214.777.5202 kevin.smith@crowehorwath.con www.crowehorwath.com

Profile

Kevin is a partner in Crowe's Dallas office and is in charge of Crowe's National Government Audit Practice.

Professional and Industry Experience

Kevin has approximately twenty-three years of experience providing both advisory and financial statement and compliance audits to local governmental entities receiving federal awards. Kevin is as a former member of the AICPA's State & Local Government Expert Panel.

Professional Affiliations

- American Institute of Certified Public Accountants | State and Local Government Expert Panel, Government Accounting and Auditing Conference Planning Committee Member
- Texas CPA Society | Member
- Government Finance Officers Association | Certificate of Excellence Reviewer
- Government Finance Officers Association of Texas | Financial Reporting and Regulatory Compliance Committee, Program Development Committee
- Association of Government Accountants | Member
- The Southwest School of Government | Past Advisory Board Member

Education & Certifications

- Bachelor of Science, Accounting
- East Central University | Ada, Oklahoma
- Certified Public Accountant (CPA) | California, New York, Texas

Client Focus

- Services:
 - Services:
 - Financial Statements
 - Compliance Review
 - Internal Audit

Industries:

Public Sector

Publications

 "Mitigate Compliance risks Through Best Practices in Grants Management." Smith, Kevin W. and Eric J. Russell. Journal of the National Grants Management Association. Winter 2011, Volume 19, Number 2.

Speaking Engagements

- American Institute of Certified Public Accountants – 2010 through current – Washington DC & Las Vegas, Government Accounting and Auditing Conference – "An indepth review of A-133 Audit Requirements", GASB 67/68 Implementation Issues", "Subrecipient Monitoring the Auditee and Auditor's Perspective" and "Impact of Economic Downturn on Audits of Local Governments"
- State of Arkansas Department of Finance and Administration – 2012 and 2010 "GAAP Update & ARRA Issues" Little Rock, Arkansas
- Government Finance Officers Association of Texas – April 2012, Austin, TX "Governmental Accounting – 101"
- Southeastern Intergovernmental Audit Forum September 2011, Ft. Lauderdale, FL "OMB A-133 Update"
- Oklahoma Society of CPA's June 2011, Oklahoma City "Sub-recipient Monitoring the Auditee and Auditor's Perspective"
- Electric Utilities Consultants, Inc. October 2010 Baltimore, Maryland "Government Audits of Federal Grant Recipients"
- Electric Utilities Consultants, Inc. June 2010 Chicago, Illinois "ARRA Reporting, Grant Management & Audit Processes"

Sample Client Listing

Municipal

- City of Arlington
- City of Carrollton
- City of Cedar Hill
- City of Cleburne
- City of Dallas
- City of Denton
- City of Frisco
- City of Midland
- City of Plano
- City of San Antonio
- Dallas County

Special Districts

- Dallas Area Rapid Transit
- Dallas Fort Worth International Airport
- Employee Retirement Fund of Dallas
- Houston Housing Finance Corporation
- Houston Metro Transportation Authority
- North Texas Tollway Authority
- The Navajo Nation
- Work Source for Dallas County

Sample Client Listing - Consulting

- City of Arlington/Dallas Cowboys
- City of Corpus Christi
- City of Fort Worth
- Dallas Convention and Visitors Bureau
- ISO New England
- New York Independent System Operator
- North Texas Tollway Authority
- Oklahoma State Department of Transportation
- State of Arizona Auditor General Rio Nuevo Multi-Purpose Facilities District
- State of Arkansas Arkansas Lottery Commission

State

- California State Teachers Retirement System
- State of Arkansas State Wide CAFR
- State of Arkansas Division of Legislative Audit
- State of Illinois State Wide Single Audit Various Agencies
- Texas Department of Transportation
- Central Texas Turnpike System
- Texas Mobility Fund

Higher Education

- University of Arkansas for Medical Sciences
- Southern Illinois University

School Districts

- Dallas Independent School District
- Houston Independent School District

www.crowehorwath.com



C. Michelle Blackstock CPA, CITP – Senior Manager 401 East Las Olas Blvd., Suite 1100 Fort Lauderdale, Florida 33301-4230 Direct 954.202.2924 Fax 954.202.8639 michelle.blackstock@crowehorwath.com www.crowehorwath.com

Profile

Ms. Blackstock has twenty five years of experience in providing assurance and taxation services to public sector clients including government and non-profit organizations.

Professional and Industry Experience

Ms. Blackstock has prior work experience in both international and local public accounting firms.

Publications and Speaking Engagements

- Internal Controls, Florida Institute of Certified Public Accountants 22nd Annual Accounting Show, 2007
- Panel discussion on Special District Governance, Florida Association of Special Districts annual conference, 2008, 2009 and 2011
- Financial Reporting Audit Requirements & Transparency, Florida Association of Special Districts annual conference, 2010
- Finance New Reporting Requirements, Audit Update & How to Read and Understand Your Audit, Florida Association of Special Districts annual conference, 2012
- Fraud, Florida Government Finance Officers Association annual conference, 2012
- Reading and Understanding Your Audit, Florida Association of Special Districts annual conference, 2013

Education & Certifications

- Bachelor of Science in Business Administration, Accounting
- University of Central Florida | Orlando, Florida
- Certified Public Accountant (CPA)
- Certified Information Technology Professional (CITP)

Client Focus

Services:

- Financial/Compliance/Performance
 Audits
- Internal Audit Outsourcing
- Management Consulting

Industries:

Public Sector

Community Involvement:

- GFOA Special Review Committee for the past five years
- Treasurer, Greater Palm Beaches Alumnae Association of Delta Gamma Fraternity
- Assistance Treasurer, First United Methodist Church of Boca Raton

Professional Affiliations

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- Government Finance Officers
 Association
- Florida Government Finance Officers
 Association

Sample Client Listing

County

- Broward County
- Miami Dade Transit
- Housing Finance Authority of Broward County
- Floyd County, Georgia
- Cobb County Health Department
- Gwinnett County Health Department

Special Districts

- South Florida Water Management District Single Audit
- South Indian River Water Control District
- Pinellas Park Water Management District
- South Trail Fire and Rescue District
- East Naples Fire Rescue District
- Loxahatchee Groves Water Control District
- Central Broward Water Control District
- Canaveral Port Authority
- Sanford Port Authority
- Various Community Development Districts

Municipal

- City of Fort Lauderdale
- City of Miami Beach
- Town of Davie
- City of North Lauderdale
- City of Cooper City
- Town of Hillsboro Beach
- Town of Lauderdale-By-The-Sea
- Village of Wellington
- Town of Hypoluxo
- Town of Haverhill
- Town of Glen Ridge
- Town of Cloud Lake
- Parkland Police Pension Fund
- Jacksonville Police and Fire Pension
 Fund
- City of Oviedo
- City of Marietta, Georgia

Mischa Freystaetter CPA – Senior Staff

Profile

Mr. Freystaetter started with Crowe in July 2014 and has worked on multiple government engagements. Prior to joining Crowe, he gained experience on local municipalities.

Professional and Industry Experience

Mr. Freystaetter has experience with municipalities, counties, Uniform Guidance single audit testing and performance audits.

Education & Certifications

- Master of Science, Accounting
- Bachelor of Business Administration, Accounting
- University of Central Florida | Orlando, Florida
- Certified Public Accountant (CPA)

401 East Las Olas Blvd., Suite 1100 Fort Lauderdale, Florida 33301-4230 Direct 954.202.8573 Fax 954.202.8639 mischa.freystaetter@crowehorwath.com www.crowehorwath.com

Client Focus

Services:

- Audit
- Industries:

Public Sector

Sample Client Listing

County

- Broward County
- Broward County Sheriff's Office
- Port Everglades
- Miami Dade Transportation

Municipal

- City of Fort Lauderdale
- City of Miami Beach
- City of Sebastian
- City of Vero Beach

Alexander G. Schmidt CPA – Senior Staff 401 East Las Olas Blvd., Suite 1100 Fort Lauderdale, Florida 33301-4230 Direct 954.202.2945 Fax 954.202.8639 alex.schmidt@crowehorwath.com www.crowehorwath.com

Profile

Mr. Schmidt is a senior staff member in the Crowe Audit Services group with experience providing assurance services to clients.

Professional and Industry Experience

Mr. Freystaetter has experience with municipalities, counties, Uniform Guidance single audit testing and performance audits. Prior to joining Crowe, he worked as a financial reporting accountant with the Palm Beach Clerk and Comptroller in West Palm Beach, Florida.

Professional Affiliations

• Florida Institute of Certified Public Accountants American Institute of Certified Public Accountants

Education & Certifications

- Master of Science, Accountancy
- Bachelor of Science, Accountancy
 - University of Florida | Gainesville, Florida
- Certified Public Accountant (CPA)

Client Focus

- Services:
- Audit
- Industries:

Public Sector

Sample Client Listing

County

- Broward County
- Pinellas County
- Port Everglades
- Miami Dade Transportation

Municipal

- City of Lakeland
- City of Fort Lauderdale
- City of Miami Beach
- City of Sebastian
- City of Tampa
- City of Vero Beach



Craig D. Sullivan CPA, CISA, QSA – Partner 330 East Jefferson Boulevard South Bend, Indiana 46601-2314 Direct 574.236.7618 Fax 574.236.8692 craig.sullivan@crowehorwath.com

Profile

Mr. Sullivan has 30 years' experience in accounting and technology consulting related to Risk Management and Information Technology Controls. He is responsible for the thought leadership and technical activities of the Technology Risk activities of Crowe's Risk Consulting Services business unit on a Firm-wide basis.

Professional and Industry Experience

During his career, Mr. Sullivan has spent the majority focusing on the information technology industry and risk consulting, including Payment Card Industry (PCI) and Service Organization Controls (SOC) report examination.

Publications and Speaking Engagements

- Management Information Systems & Accounting courses at Bowling Green State University, Instructor
- Internal Audit Seminars, Instructor

Professional Affiliations

Institute of Internal Auditors

Education & Certifications

- Master of Accountancy
- Bachelor of Science, Business Administration, Accounting and Management Information Systems
 - Bowling Green State University, Ohio
- Certified Public Accountant
- Certified Information Systems Auditor
- Qualified Security Assessor

Client Focus

Services:

- Payment Card Industry
- Risk Management

Industries:

- Manufacturing and Distribution
- Financial Services
- Public sector

Community Involvement:

 Michiana Public Broadcasting Corporation (WNIT Channel 34), a PBS Station



Vikas Sharma Manager

Profile

As a staff member in the Risk Consulting practice, Mr. Sharma is responsible for performing consulting services related to general controls, application controls and Sarbanes-Oxley. In addition, he performs SSAE16/SOC reviews and Financial Audit Support jobs.

Professional and Industry Experience

Mr. Sharma has performed reviews of general Information System controls and application controls for financial institutions with a focus on Logical Security, IT Operations, Physical Security, IT Management and Oversight, Business Continuity Planning, Electronic Banking (Wires/ACH, Insurance, Vendor Management, and Item Processing. He has performed compliance reviews in accordance with the Gramm-Leach-Bliley Act and Sarbanes-Oxley, and performed reviews in support of SSAE 16 statements.

Professional Affiliations

- The Institute of Internal Auditors
- Information Systems Audit and Control Association

Education & Certifications

- Business Associate Agreement, Management Information Systems (MIS)
- Bachelor of Business Administration, Risk Management and Insurance
 - o University of Georgia | Athens, Georgia

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Client Focus

Services:

- IT Audit
- Consulting
- Financial Audit Support

Industries:

- Financial Services
- Banking

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Profile

Mr. Valle has over 13 years of experience. Currently, he is responsible for performing consulting services related to general IT controls, Sarbanes-Oxley, and SSAE16/SOC reviews.

Professional and Industry Experience

As a senior member in the Technology Risk practice, Mr. Valle is responsible for performing consulting and auditing services. Responsibilities included:

- Reviews of general information system controls and application controls with a focus on logical security, IT operations, physical security, IT governance, and business continuity.
- Conduct assessment of IT process with focus on IT governance, control improvement and compliance with best practices.
- Development and implementation of business continuity process.

Education & Certifications

- Master, Management Information Systems (August 2016)
 Nova Southeastern University | Fort Lauderdale, Florida
- Master, IT Governance
 Unieuro | Brazil
- Post-Graduation, Information Security
- Instituto Brasileiro de Tecnologia Avancada | Brazil
- BS, Computer Science
 - o Pontificia Universidade Catolica de Sao Paulo | Brazil
- Certified Information System Auditor (CISA)
- Computing Technology Industry Association Security+ (CompTIA Sec+)
- Control Objectives for Information and Related Technologies (CobiT 4.1)
- Information Technology Infrastructure Library (Itil v2)

Client Focus

Services:

- IT Audit
- Security IT Assessments
- IT Governance
- Business Continuity

Industries:

- Financial Services
- Healthcare
- Manufacturing and Distribution
- Public Sector

Publications and Speaking Engagements:

CSA Cloud Controls Matrix v1.1
 reviewer

Professional Affiliations:

- Information Systems Audit and Control Association
- Institute of Internal Auditors
- South Florida Technology Alliance

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Profile

As a staff member in the Technology Risk Consulting practice, Mr. Goldman is responsible for performing audit and consulting services related to general controls, application controls and Sarbanes-Oxley. In addition, he performs SSAE 16/SOC reviews and Financial Audit Support jobs.

Professional and Industry Experience

Mr. Goldman has performed reviews of general Information System controls and application controls for financial institutions, public sector entities, and manufacturing & distribution firms with a focus on Logical Security, IT Operations, Physical Security, IT Management and Oversight, Business Continuity Planning, Electronic Banking (Wires/ACH, Insurance, Vendor Management, and Item Processing. He has performed compliance reviews in accordance with the Gramm-Leach-Bliley Act and Sarbanes-Oxley, and completed assessments in support of SSAE 16 statements.

Professional Affiliations

Information Systems Audit and Control Association

Education & Certifications

- Master of Science in Information Systems & Operations Management, Minor in Auditing
- Bachelor of Science in Information Systems
- Bachelor of Science in Finance
 - University of Florida | Gainesville, Florida

Client Focus

Services:

- IT Audit
- Consulting
- Financial Audit Support

Industries:

- Financial Services
- Public Sector
- Manufacturing & Distribution