



**Crowe LLP**  
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July 26, 2019

City of Doral  
8401 NW 53rd Terrace  
Doral, FL 33166

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to perform Internal Audit procedures for the City of Doral, Florida (collectively "City", "Client" or "you" or "your") from information you provide. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

This service will be performed in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. The extent and sufficiency of the services and procedures to be performed will be determined with you and are solely the responsibility of the management of the City.

Because these services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, we will not express an opinion on specified elements, accounts, or items of a financial statement. We have no obligation to perform any services beyond the Internal Audit Outsourcing services identified in the Scope of Services section 3.1 of the Request for Proposal Internal Auditing Services ("RFP No. 2019-11") attached and incorporated herein by reference, as **Exhibit "A"** (the "Services"). If we were to perform additional services, other matters might come to our attention that would be reported to you. It is understood that we will prepare a report for each audit performed for use by you. We make no representations as to the adequacy of these services for your purposes.

The consulting services do not contemplate obtaining the understanding of internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an audit or examination. Thus, this engagement does not provide assurance that we will become aware of significant matters that would be disclosed in an audit or examination.

Our services and work product are intended for the benefit and use of the City. This engagement 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. Crowe's working papers for this engagement are the property of Crowe and constitute confidential information. Working papers refers to the writings, notes, memoranda, reports on conversations with the Client, research (including audit evidence) and confidential materials that reflect Crowe's impressions, conclusions, or opinions.

Our engagement cannot be relied upon to disclose all errors, fraud, or illegal acts that may exist, and we will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by you with your legal counsel. In connection with this service, 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. You are also responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Because of the importance of such information to our engagement, you agree to release Crowe and its personnel from any liability and costs relating to our services under this engagement attributable to the inaccuracy or incompleteness of information provided to us for purposes of this engagement.

### FEES

We will invoice you for our services on a periodic basis as services are rendered. Our invoices are due and payable upon receipt. Bills that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees.

Our estimated hours and total fees for 2019 through 2023 are as follows:

Year	Estimated Hours	Total
2019	800	\$120,000
2020	1,100	\$170,500
2021	1,250	\$200,000
2022	1,100	\$181,500
2023	800	\$136,000

Each audit will require a different level of team member effort. Hours estimates by team members for each audit will be determined prior to the start of each audit and will be provided to management for approval. Management may modify the scope of services and internal audit schedule. We will re-confirm our agreement on an annual basis with a new engagement letter for each year. For 2019 the hourly rates will be billed as follows:

Level	Standard Hourly Rate	Quoted Hourly Rate
Partner	\$515	\$360
Senior Manager	\$410	\$290
Manager	\$250	\$175
Senior Staff	\$215	\$150
Staff	\$160	\$115

In the event that all or a portion of an invoice submitted to the City for payment is disputed, or additional backup documentation is required, the City shall notify Crowe within seven (7) working days of receipt of the invoice of such objection, modification or additional documentation requested, and the parties shall negotiate in good-faith to resolve such objection, modification or provide additional documentation. In the event of an objection or dispute cannot be resolved, Crowe reserves the right to terminate the Agreement upon thirty (30) days prior written notice.

### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "the City" will mean the entity defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of the City who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to the City under this Agreement as an independent contractor and not as the City's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor the City will have any right, power or authority to bind the other party.

## ENGAGEMENT TERMS

**THE CITY'S ASSISTANCE** – The City agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination 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. The City 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 the City will inform Crowe of all significant tax, accounting and financial reporting matters of which the City 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, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than the City's original information, are for the City's internal use only, consistent with the purpose of the Services. The City 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. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CONFIDENTIALITY** – Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that each party designates in writing as such and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c) a party receives from a third party who has a right to disclose it to the receiving party; or
- d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, each party gives the other party prompt notice and otherwise perform the functions required by applicable law.

**THIRD-PARTY PROVIDER** – In order to facilitate the Services, Crowe may use third-party providers that may have tangential access to confidential information, including but not limited to, cloud computing providers, software as a service tools, other software providers, etc. Crowe shall obtain Client's approval if Crowe intends on utilizing the services of an independent contractor or a subcontractor on this engagement. Whether such third-party provider only has tangential access, or broader access with consent of Client, Crowe will be responsible to Client for maintaining its confidentiality. The limitations on Client's remedies, vis-à-vis Crowe, in this Agreement will also apply to any subcontractors.

**DATA PROTECTION** – If Crowe holds or uses the City information that can be linked to specific individuals who are the City'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 (including, for financial institution the City's, the objectives of the Interagency Guidelines Establishing Information Security Standards) 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"). The City warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that the City has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, the City 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 the City provides Crowe access to Restricted Personal Data, the City will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on the City's site. The City will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, the City 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 any confidentiality obligations under this Agreement.

**INTELLECTUAL PROPERTY** – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, 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 City information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, the City will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

**OWNERSHIP AND ACCESS TO RECORDS** – Upon full payment of all invoices amounts, copies of the written Deliverables that result from Crowe's providing services to the City under this Agreement shall be the property of the City. Client shall have a perpetual, non-transferable, non-sublicensable right to use the fully paid for Deliverables developed pursuant to this Agreement. The City may cancel this Agreement for refusal by Crowe to allow access by the City Manager or his designee to any such Deliverables pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

**AGGREGATED DATA** – The City hereby acknowledges and agrees that Crowe may aggregate the City content and data with content and data from other the Clients ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Crowe will scrub The Client content and data so that the client sensitive information is not disclosed and so that all data is anonymized. All Data Aggregations will be the sole and exclusive property of Crowe.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to the City changes in laws, rules or regulations. However, the City has not engaged Crowe, and Crowe does not undertake an obligation, to advise the City of changes in (a) laws, rules, regulations, industry or market conditions, or (b) the City'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 the City'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** – The City agrees to obtain Crowe's specific permission before using Crowe's firm's name in a published document, and the City agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.



**THE CITY REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. The City agrees that Crowe may use the City's name and generally describe the nature of Crowe's engagement(s) with the City in marketing to prospects, and Crowe may also provide prospects with contact information for the City personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, 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 gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by the City 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** - Crowe shall, indemnify, and hold harmless the City, its officers, directors and employees, from third party claims of loss or damage ("Claims"), to the proportional extent caused by Crowe's negligence or willful misconduct, arising from bodily injury, death or tangible personal property damage. Crowe shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Crowe's performance or non-performance of Services. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. 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.

**GOVERNING LAW** – This engagement shall be construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

**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 the City or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then the City 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 the City or any of the City's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, the City 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 Miami-Dade County.

**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."

**NON-SOLICITATION** – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.

**INSURANCE** – Crowe shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts delineated in the RFP and as required by the City Manager, which are attached hereto as Exhibit B.

**WAIVER** - The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**SURVIVAL OF PROVISIONS** - Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**DISCRETION OF CITY MANAGER** - Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

**NO THIRD PARTY BENEFICIARY** - Crowe and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

**TERMINATION** - This Agreement may be terminated by the City for convenience upon thirty days (30) calendar days written notice or on five (5) days' notice with cause, which cause shall be defined as substantial failure by Crowe to perform in accordance with the terms hereof through no fault of the terminating party. In the event that the City terminates for convenience, Crowe shall incur no further obligations in connection with the engagement and shall, to the extent possible, terminate any outstanding consultant obligations. Crowe shall be compensated for all services performed to the satisfaction of the City and for reimbursable expenses incurred prior to the date of termination. Crowe shall promptly submit to the City its invoice for final payment and reimbursement. Under no circumstances shall the City make any payment to Crowe for services which have not been performed.

**SEVERABILITY** - If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

COUNTERPARTS - This Agreement may be executed in counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

MISCELLANEOUS - This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties.

IN WITNESS WHEREOF, the City and Crowe have duly executed this engagement letter effective the date first written above.

City of Doral

  
\_\_\_\_\_  
Signature

Albert P. Childress  
\_\_\_\_\_  
Printed Name

City Manager  
\_\_\_\_\_  
Title

July 30, 2019  
\_\_\_\_\_  
Date

CROWE LLP

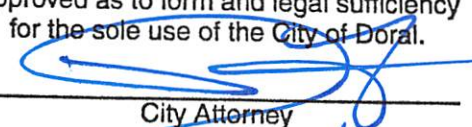
  
\_\_\_\_\_  
Signature

John C. Weber  
\_\_\_\_\_  
Printed Name

Partner  
\_\_\_\_\_  
Title

7/26/19  
\_\_\_\_\_  
Date

Approved as to form and legal sufficiency  
for the sole use of the City of Doral.

  
\_\_\_\_\_  
City Attorney

Luis Figueredo  
\_\_\_\_\_  
Print Name

**EXHIBIT A**

**3.1 SCOPE OF SERVICES**

The City of Doral is seeking proposals for Internal Auditing Services from qualified and experienced Certified Public Accounting firms, licensed to practice in the State of Florida, for the purpose of conducting independent compliance audits of the City's departments during Fiscal Years 2019 through 2023. This will include evaluating compliance with applicable City, State and Federal laws. The City's intent is to contract with a single provider that can provide these services, which may include, but not limited to the items listed in Section 3.1 "Internal Auditor Responsibilities." It is the City's desire to secure the services of a Proposer(s) who can provide quality service in the following areas of need.

Proposers must develop the annual audit work plan within the context of the City's budget constraints, Commission priorities and organizational capacities. The plan will be presented for review to the Budget/Audit Advisory Board and the City Manager each April 1st in preparation for the adoption of the subsequent fiscal year's budget. The Board's recommendations, in conjunction with available funding, will be utilized to make the final decision as to what audits will be included in the City's budget submission.

The work plan will include several levels of fiscal, internal control and performance (operational) audits. Performance audits will cover those City departments that interact directly with residents, business owners, contractors or prospective employees. These audits are expected to go beyond just the review of compliance, policies, laws and internal controls. They should also evaluate and report on the overall effectiveness of the departments being reviewed.

<b><u>INTERNAL AUDIT DEPARTMENT SCHEDULES</u></b>						
<b>DEPARTMENT</b>	<b>TYPE</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>Planning &amp; Zoning</b>	Compliance	Bi-annually		Bi-annually		Bi-annually
<b>Building</b>	Compliance, Overtime	Bi-annually		Bi-annually		Bi-annually
<b>Code Compliance</b>	Compliance	Bi-annually		Bi-annually		Bi-annually
<b>Public Works</b>	Compliance		Bi-annually		Bi-annually	
	Fuel Usage & Inventory, Automotive		Bi-annually		Bi-annually	
<b>Parks &amp; Recreation</b>	Compliance, Cashier Operations		Bi-annually		Bi-annually	
<b>Police</b>	Overtime			Tri-annually		
<b>Human Resources</b>	Compliance		Bi-annually		Bi-annually	
<b>Finance</b>	Accounts Payable			Tri-annually		
	Payroll		Bi-annually		Bi-annually	
	Procurement			Tri-annually		
	Cashier	Bi-annually		Bi-annually		Bi-annually
<b>IT</b>	Security		Bi-annually		Bi-annually	
<b>Miscellaneous</b>	Various	On Demand	On Demand	On Demand	On Demand	On Demand



**EXHIBIT B  
INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

**A. Limits of Liability**

**Bodily Injury & Property Damage Liability**

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

**B. Endorsements Required**

City of Doral listed as an additional insured Primary  
Insurance Clause Endorsement Contingent and  
Contractual Liability Premises and Operations  
Liability

**II. Automobile Liability (If Applicable) \$1,000,000**

Owned or Scheduled Autos, including Hired and Non-Owned Autos

**III. Workers Compensation**

Statutory Limits- State of Florida

**Employer's Liability**

**A. Limits of Liability**

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.**

**IV. Professional Liability/Error's & Omissions**

**A. Limits of Liability (E&O)**

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000
Retro Date Included	

- V. Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

**Subcontractors' Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance with policy provisions. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.**

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above: City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. All policies and Certificates of Insurance are subject to review by Risk Management. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by City of Doral Risk Management.**

**RESOLUTION No. 19-135**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKING OF RESPONDENTS TO REQUEST FOR PROPOSALS #2019-11 "INTERNAL AUDITING SERVICES"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CROWE LLP., AS THE TOP RANKED FIRM, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF THE CITY'S INTERNAL AUDITING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") issued a Request for Proposal No. 2019-11 for "Internal Auditing Services" (the "RFP"), and the City received three (3) submittals by the March 8, 2019 deadline with three (3) of the firms meeting the required criteria set forth in the RFP; and

**WHEREAS**, the City sought proposals for Internal Auditing Services from qualified and experienced Certified Public Accounting firms, licensed to practice in the State of Florida, for the purpose of conducting independent compliance audits of the City's departments during Fiscal Years 2019 through 2023; and

**WHEREAS**, the Evaluation Committee met on April 2<sup>nd</sup>, 2019 to score and rank the proposals and recommended that all firms participated in phase II, the presentation phase. Presentations were held on April 18<sup>th</sup>, 2019 and after re-evaluation, the committee determined that based on a three hundred (300) point system; and

**WHEREAS**, staff recommends that the City Council accept the ranking of the firm as specified herein and authorize the City Manager to negotiate and enter into an

agreement with Crowe LLP., or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, for the provision of internal auditing services for a five (5) year contract period payable from the General Government's professional services line item; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Rankings.** The City Council hereby approves the ranking of the three (3) firm as provided by the Evaluation Committee as follows:

- (1) Crowe LLP.
- (2) BCA Watson Rice LLP
- (3) Citrin Cooperman

The foregoing rankings do not vest any contractual rights on any of the foregoing parties.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and with Crowe LLP, as the top ranked firm, and enter into an agreement, or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of internal auditing services, for a five (5) year period payable from the General Government's professional services line item.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.


The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 12 day of June, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY



**RESOLUTION No. 19-135**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKING OF RESPONDENTS TO REQUEST FOR PROPOSALS #2019-11 "INTERNAL AUDITING SERVICES"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CROWE LLP., AS THE TOP RANKED FIRM, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PROVISION OF THE CITY'S INTERNAL AUDITING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR THE EXPENDITURE OF BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") issued a Request for Proposal No. 2019-11 for "Internal Auditing Services" (the "RFP"), and the City received three (3) submittals by the March 8, 2019 deadline with three (3) of the firms meeting the required criteria set forth in the RFP; and

**WHEREAS**, the City sought proposals for Internal Auditing Services from qualified and experienced Certified Public Accounting firms, licensed to practice in the State of Florida, for the purpose of conducting independent compliance audits of the City's departments during Fiscal Years 2019 through 2023; and

**WHEREAS**, the Evaluation Committee met on April 2<sup>nd</sup>, 2019 to score and rank the proposals and recommended that all firms participated in phase II, the presentation phase. Presentations were held on April 18<sup>th</sup>, 2019 and after re-evaluation, the committee determined that based on a three hundred (300) point system; and

**WHEREAS**, staff recommends that the City Council accept the ranking of the firm as specified herein and authorize the City Manager to negotiate and enter into an

agreement with Crowe LLP., or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, for the provision of internal auditing services for a five (5) year contract period payable from the General Government's professional services line item; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Rankings.** The City Council hereby approves the ranking of the three (3) firm as provided by the Evaluation Committee as follows:

- (1) Crowe LLP.
- (2) BCA Watson Rice LLP
- (3) Citrin Cooperman

The foregoing rankings do not vest any contractual rights on any of the foregoing parties.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and with Crowe LLP, as the top ranked firm, and enter into an agreement, or, if negotiations fail with the top ranked firm, to negotiate an agreement with the next highest ranked firm successively until an agreement is reached, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of internal auditing services, for a five (5) year period payable from the General Government's professional services line item.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 12 day of June, 2019.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY