



April 14, 2020

City of Margate Employees Benefit Trust
Board of Trustees
Margate, FL

We are pleased to confirm our understanding of the services we are to provide for the City of Margate Employees Benefit Trust for the year ended May 31, 2020. The term “Party” will individually identify either our Firm or the Plan, and the term “Parties” will collectively identify and refer to both our Firm and the Plan. The term “our personnel” will identify our past, current and future partners, shareholders, members, officers, directors, employees, agents and representatives.

We will audit the financial statements of the City of Margate Employees Benefit Trust, which comprise the statement of net assets available for benefits and benefit obligations as of May 31, 2020 and the related statements of changes in net assets available for benefits and benefit obligations for the year then ended, and the related notes to the financial statements (the financial statements), and report on the supplemental schedules of the Plan for the year ended May 31, 2020. The following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will report on whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

1) Schedule of Administrative Expenses

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, (“GAAP”), and whether the supplemental schedule is fairly stated in all material respects in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Plan’s financial statements. Our report will be addressed to Board of Trustees of the City of Margate Employees Benefit Trust. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, and certain other assets and liabilities by correspondence with financial institutions, and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

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. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Plan or to acts by management or employees acting on behalf of the Plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Plan and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

Other Services

We will also assist in preparing your financial statements and related notes in conformity with GAAP based on information provided by you. We will also prepare your federal Form 990 – Return of Organization Exempt from Income Tax. We will perform these other services in accordance with applicable professional standards issued by the American Institute of Certified Public Accountants (“AICPA”). These other services are limited to the financial statements and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regards to those matters.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Plan involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Plan complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Management is responsible for establishing and maintaining

Management Responsibilities (Continued)

a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration

We understand that your employees will prepare all applicable confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to you; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is our property of and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement is intended solely for your benefit and your management and the Board of Trustees. This engagement will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction. If you intend to

Engagement Administration (Continued)

publish or otherwise reproduce your financial statements together with our audit report (or otherwise make reference to us) in a document that contains other information, you agree to provide us with a draft of the document to read, comment on and provide our permission to do, before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our audit report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

With regard to the electronic dissemination of the audited financial statements, including financial statements published electronically on a website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Further, you hereby authorize us to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, working papers, and other information related to our services under this letter. By your signature below, you acknowledge and agree to hold us harmless from any damages, claims, liabilities, losses, and costs (including legal fees of counsel of our own choosing) whatsoever that might be caused by the electronic transmission or submission of this data.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Plan throughout the performance of our services. Any discussions that you have with our personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform our engagement partner prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. If at any time, we believe that our independence has been or will be compromised, we may be required to modify, or recall and modify, our audit report to reflect our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Engagement Administration (Continued)

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this letter may require.

Confidentiality, Ownership of and Access to Working Papers

With respect to financial, statistical and personnel data relating to your business which is confidential and which is submitted to or obtained by us in order to carry out our engagement we will instruct our personnel to keep such information confidential.

We may receive requests for information in our possession arising out of this engagement. The requests may come from governmental agencies, courts or other tribunals. If permitted, we will notify you of any request for information prior to responding. In certain proceedings an accountant-client privilege may exist. You agree that we are not under any obligation to assert any privilege to protect the release of information. You may, prior to the response to any request, initiate legal action to prevent or limit our response. Unless you promptly initiate such action after we notify you at your last known address as reflected in our files, we will release the information requested.

As a result of the services we provide to you pursuant to this engagement letter, and/or as a result of our prior or future services to you, you may request or authorize us, or we may be required or requested to provide testimony, information or documents (pursuant to a government regulation, subpoena, court order, or other legal process) to you or a third-party in connection with a legal, arbitration or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed part of this engagement letter and we shall be entitled to compensation for our professional time (at our then current hourly rates) and reimbursement for all of our out-of-pocket expenditures (including legal fees and costs of counsel of our own choosing through all trial and appellate levels) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property, constitute our confidential information, and are not a substitute for your own records. Our Firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of five (5) years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events of physical deterioration may result in our Firm's records being unavailable before the expiration of the above retention period.

If any federal or state awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Confidentiality, Ownership of and Access to Working Papers (Continued)

We do not keep any of your original records, so we will return those to you upon the completion of this engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

Except as set forth above, you agree that we may destroy paper originals and copies of any documents, including without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

We, as well as other accounting firms, participate in a peer review program, covering our attestation engagements and accounting practices. This program requires that once every three (3) years we subject our system of quality control to an examination by another accounting firm. During the course of a peer review, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Therefore, the work we performed for you for this engagement may be selected for their review. If it is, they are bound by professional standards to keep all information confidential. Your signing this letter represents your acknowledgement and permission to allow such access should this engagement be selected for review.

We retain ownership of the working papers produced by us in connection with the performance of services under this engagement letter. Upon your written request, access to these working papers other than described above may, at our sole discretion, be granted if there is a specific business purpose for such review, and you will be billed for such access at our then current hourly rates. We will evaluate each written request independently. You acknowledge and agree that we will have no obligation to provide such access or to provide copies of our work papers without regard to whether access has been granted with respect to any prior request.

The working papers prepared in conjunction with our engagement are our property and constitute confidential information. The working papers will be retained by us in accordance with applicable laws and our policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

Engagement Fees and Other

Eric Leventhal is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$8,100. You will also be billed for travel and other out-of-pocket expenses if applicable (not to exceed \$500). You will also be billed for expenses incurred directly on your behalf, such as costs of confirmations or other reimbursable costs. Additionally, there will be a charge of \$500 for preparation of the 990 return.

Engagement Fees and Other (Continued)

Our invoices for these fees will be rendered as work progresses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. All invoices are due within 21 days upon receipt. Invoices over 30 days old will incur a late fee of 5% plus interest of 1% per month. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses. In accordance with our firm policies, work may be suspended if invoices are 60 days or more overdue and will not be resumed until your account is paid in full. In such instance, we will also have the right to withdraw from this engagement upon notice to you.

We will schedule this engagement based in part on agreed upon deadlines, working conditions, availability of your key personnel and your preparedness. We plan this engagement based on the assumption that your personnel will cooperate and provide assistance by performing needed tasks and answering questions that arise in the course of our procedures. The fees stated above are based upon the complexity of the work to be performed, and our professional time. In addition, each of these fees depends upon the timely delivery, availability, quality, accuracy, and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we issue our report. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We reserve the right to suspend our work due to nonpayment within terms or for other appropriate business reason, such as, but not limited to, an inordinate delay in providing us required information. In the event that our work is suspended as a result of nonpayment, or suspended (or terminated) for any other reason, you agree that we will not be responsible for your failure to meet government and other filing and submission deadlines, or for penalties or interest that may be assessed, or other damages that may be sustained by you or your owners, resulting from your failure to meet said deadlines.

Engagement Fees and Other (Continued)

In the event that we determine to resign, and you seek damages allegedly resulting from such resignation, our maximum liability to you in the event we are held liable because of such resignation shall be limited to the fees actually paid to us to the date of the resignation.

In the event that we are or may be obligated to pay any cost, liability, loss, settlement, judgment, fine, penalty or similar award or sanction, including without limitation, reasonable attorneys' fees and expenses (at all trial and appellate levels) as a result of a claim, demand, investigation, or other proceeding (in court, arbitration or otherwise) instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify, defend, and hold us (including our partners, principals, and employees) harmless against all such obligations.

This indemnification and hold harmless provision shall survive the completion and/or termination of this engagement and/or this letter. The indemnification and hold harmless provision of this paragraph become null and void in the event the Company becomes subject to SEC registration rules.

Dispute Resolution Procedure

It is our goal to maintain a constructive and positive relationship with you. If for any reason you are dissatisfied with the quality or costs of our services, please let us know so we can discuss and, hopefully, rectify the problem. Should we be unable to amicably resolve any such dispute, we believe a prompt and fair resolution, without the time and expense of formal court proceedings, would be in our mutual interests. To this end, the Parties to this engagement letter agree that if any dispute, controversy, or claim arises in connection with the performance or breach of this engagement letter (including disputes regarding the validity or enforceability of this engagement letter), either Party may, upon written notice to the other Party, request facilitated negotiations. Such negotiations shall be assisted by a neutral facilitator acceptable to both Parties and shall require the best efforts of the Parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute.

Each Party may disclose any facts to the other Party or to the facilitator that it, in good faith, considers necessary to resolve the dispute. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent arbitration or litigation against the disclosing Party. Except as agreed by both Parties, the facilitator and the Parties shall keep confidential all information disclosed during negotiations. The facilitator shall not act as a witness for either Party in any subsequent arbitration or litigation between the Parties.

Such facilitated negotiations shall take place at a mutually convenient location located in Miami, Florida and shall conclude within ninety (90) days from receipt of the written notice unless extended by mutual consent. The Parties may also agree at any time to terminate or waive facilitated negotiations. The results of this facilitated negotiation shall be binding only upon agreement of each Party to be bound.

The costs and legal fees (if any) incurred by each Party in such negotiations will be borne by it; the fees and expenses of the facilitator, if any, shall be borne equally by the Parties.

Dispute Resolution Procedure (Continued)**Binding Arbitration**

If any dispute, controversy, or claim arises in connection with the performance or breach of this engagement letter (including disputes regarding the validity or enforceability of this engagement letter) and cannot be resolved by facilitated negotiations (or the Parties agree to waive that process), then such dispute, controversy, or claim shall be settled solely by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Arbitration Rules for Accounting and Related Services (“Rules”). The arbitration proceeding shall take place in Miami, Florida, unless the Parties agree to a different locale.

Such arbitration shall be conducted before a panel of three (3) persons, one (1) chosen by each Party, and the third (3rd) selected by the two (2) Party-selected arbitrators.

The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. The confidentiality provisions applicable to facilitated negotiation shall also apply to arbitration.

Notwithstanding anything to the contrary contained in the AAA’s Rules, all of the parties to any such arbitration proceedings shall each exchange (each an “exchanging party”):

(a) copies of all documents and information which may be introduced into evidence by any such exchanging party along with a list of such documents and information. Any document or information not so listed and produced may not be introduced into evidence by that exchanging party at the arbitration proceeding;

(b) a list of the names, business and residential addresses, and business and cellular telephone numbers of all persons who may testify at any such arbitration proceeding, along with a summary of the expected testimony. Any person not so listed may not be called as a witness by that exchanging party; and

(c) for any expert witness to be called by an exchanging party, such exchanging party shall provide the other parties to the arbitration proceedings with a written expert report prepared in compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. The other parties to the arbitration shall then have an opportunity to disclose either an opposing expert witness or additional opinions in opposition by a previously disclosed expert witness, and in either case otherwise furnish to the other parties to the arbitration a written report of such opposing expert opinions prepared in compliance with said Rule 26(a)(2)(B). Each party to the arbitration shall be entitled to depose in a single deposition the other parties’ expert witness(es), and to request that the expert witness bring certain enumerated and listed documents to his or her deposition, and any such deposition shall not last longer than eight (8) hours. Failure of any party to an arbitration to disclose any expert and expert opinions as required pursuant to this subparagraph (c) shall result in that party being precluded from presenting any expert testimony at the arbitration proceedings

Dispute Resolution Procedure (Continued)

Binding Arbitration (Continued)

No other depositions or discovery shall be permitted.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both Parties, as determined by the arbitration panel, including but not limited to (1) the costs, including reasonable attorneys' fees, of the arbitration; (2) the fees and expenses of the AAA and the arbitration panel; and (3) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, shall be borne entirely by the non-prevailing Party, if one is designated by the arbitration panel. In any event, our maximum liability to you for any reason, including our negligence, relating to the services under this engagement letter shall be limited to the fees paid to us for the services or work product giving rise to the liability, except to the extent finally determined to have resulted from the gross negligence or willful misconduct on our part.

In agreeing to binding arbitration, you and we both acknowledge and agree that each is giving up the right to have any dispute, controversy, or claim decided in a court of law and instead both agree to accept the use of arbitration as the sole means for resolution.

IN AN ABUNDANCE OF CAUTION AND WITHOUT ANY WAIVER TO HAVE ANY DISPUTES DECIDED BY BINDING ARBITRATION AND NOT BY LITIGATION IN ANY COURT OF LAW, WE AND YOU EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR YOU.

Public Records Requests/Retention

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF MARGATE CITY HALL, 5790 MARGATE BOULEVARD, MARGATE, FL 33063.

Auditor agrees to comply with the Florida public records laws and specifically to:

- (a) Keep and maintain public records required by the Plan to perform the service.
- (b) Upon request from the Plan's custodian of public records, provide the Plan with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Advisor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the Plan all public records in possession of the Auditor or keep and maintain public records required by the Auditor to perform the service. If the Auditor transfers all public records to the Plan upon completion of the contract, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Auditor keeps and maintains public records upon completion of the contract, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Plan, upon request from the Plan's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Indemnification and Limitation of Liability

YOU AGREE THAT OUR LIABILITY RELATING TO THE PERFORMANCE OF THE SERVICES RENDERED UNDER THIS ENGAGEMENT LETTER IS LIMITED SOLELY TO DIRECT DAMAGE SUSTAINED BY YOU. YOU FURTHER AGREE THAT OUR MAXIMUM LIABILITY TO EITHER OF YOU OR ANY THIRD PARTY FOR ANY NEGLIGENT ERRORS OR OMISSIONS COMMITTED BY US IN THE PERFORMANCE OF THIS ENGAGEMENT (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT OF THE FEES FOR THIS ENGAGEMENT, EXCEPT TO THE EXTENT DETERMINED TO RESULT FROM STRICT LIABILITY, OR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER AND/OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES, DAMAGES AND/OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OPPORTUNITY COSTS, ETC.) IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS ENGAGEMENT AND ENGAGEMENT LETTER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE LOSSES, DAMAGES AND/OR EXPENSES ARISING OUT OF OR RELATED TO THIS ENGAGEMENT AND ENGAGEMENT LETTER.

BECAUSE OF THE IMPORTANCE OF MANAGEMENT'S REPRESENTATIONS TO THE EFFECTIVE PERFORMANCE OF OUR SERVICES, YOU WILL RELEASE US AND OUR PERSONNEL FROM ANY CLAIMS, LIABILITIES, COSTS, AND EXPENSES RELATING TO OUR SERVICES UNDER THIS ENGAGEMENT ATTRIBUTABLE TO ANY WRITTEN AND ORAL MISREPRESENTATIONS MADE TO US AND OUR PERSONNEL BY ANY MEMBER OF YOUR MANAGEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF ACTION, PROCEEDING, INVESTIGATION, DEMAND, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, SETTLEMENT, JUDGMENT, FINE, PENALTY, SIMILAR AWARD OR SANCTION, OR LOSS ASSERTED, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN ADDITION, YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR PERSONNEL HARMLESS FOR ANY LIABILITY AND ALL REASONABLE

Indemnification and Limitation of Liability (Continued)

COSTS, INCLUDING LEGAL FEES AND EXPENSES (AT ALL TRIAL OR APPELLATE LEVELS OF COUNSEL AND/OR ANY EXPERTS OF OUR SOLE CHOOSING) THAT WE MAY INCUR AS A RESULT OF THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER IN THE EVENT THERE ARE KNOWING MISREPRESENTATIONS MADE TO US BY ANY MEMBER OF YOUR MANAGEMENT.

ALL INDEMNIFICATION AND HOLD HARMLESS PROVISIONS RECITED IN THIS ENGAGEMENT LETTER SHALL SURVIVE THE COMPLETION AND/OR TERMINATION OF THIS ENGAGEMENT AND THIS ENGAGEMENT LETTER. SUCH PROVISIONS SHALL BECOME NULL AND VOID IN THE EVENT THE COMPANY BECOMES SUBJECT TO SEC REGISTRATION RULES.

YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, AGREE TO ASSIGN OR TRANSFER ANY CLAIM AGAINST US OR OUR PERSONNEL ARISING OUT OF THIS ENGAGEMENT TO ANYONE.

Entire Agreement

This engagement letter constitutes the entire agreement and understanding between you and this Firm for the services which are the subject of this engagement letter and replaces and supersedes all previous proposals, correspondence, and understandings, oral or written, and all other communications between the Parties relating to the engagement subject matter.

This engagement letter may not be modified in any respect unless in writing and signed by all of the Parties hereto.

The waiver by any Party hereto of any provision of this engagement letter shall not operate or be construed as a waiver of any subsequent breach by any Party.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Severability

If any portion of this engagement letter is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this engagement letter shall each remain in effect.

Signatures

Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail may be considered an original signature.

Counterpart signatures are acceptable.

Governing Law

THIS ENGAGEMENT LETTER SHALL BE GOVERNED AND ITS TERMS CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS TO BE PERFORMED IN THAT STATE.

The arrangements described in this letter will be updated annually and for each separate engagement for professional services we propose to provide to the Plan.

This letter reflects the entire agreement between the Plan and the Firm relating to the services to be rendered by us. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this letter is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this letter shall remain in effect. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties. The agreements of the Plan and the Firm contained in this letter shall survive the completion or termination of this engagement and/or this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,

KABAT, SCHERTZER, DE LA TORRE, TARABOULOS & Co.

Kabat, Schertzer, De La Torre, Taraboulos & Co.

ACCEPTED AND AGREED:

This letter accurately sets forth the nature and scope of the professional services to be provided to the Plan and the obligations of the Plan hereunder:

City of Margate Employees Benefit Trust

By: _____ Date: _____