

**LANIGAN & ASSOCIATES, P.C.**  
CERTIFIED PUBLIC ACCOUNTANTS  
www.lanigancpa.com

Please reply to:  
**Tallahassee**

Bernard Lanigan (1918-1982)  
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August 11, 2016

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Amy Heavilin  
Clerk of Courts, Monroe County  
500 Whitehead Street  
Key West, FL 3 3 040

**Re: Engagement Letter – Preparation of CAFR and BOCC Financial Statements**

Dear Clerk Heavilin:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assemble, from information you provide, the following financial statements for Monroe County, Florida for the year ended September 30, 2016:

- Assistance with Year End Close-Out of Accounts
- Board of County Commissioners Financial Statements
- Comprehensive Annual Financial Report

The financial statements for the Constitutional Officers (Sheriff, Property Appraiser, Tax Collector, and Supervisor of Elections) will be prepared by another party.

We will not audit, review, or compile such financial statements and therefore will not express an opinion or any other form of assurance on them.

Our engagement cannot be relied upon to disclose errors, fraudulent financial reporting, misappropriation of assets, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. We will also report to the appropriate level of management any evidence or information that comes to our attention regarding illegal acts that may have occurred, unless they are clearly inconsequential. Management is solely responsible for the design and operation of the effective internal controls and for complying with all applicable laws and regulations.

By your signature on the following page, you understand that we have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You also acknowledge that the services provided do not constitute an arrangement to provide audit, compilation, review, or attest services and you agree to not describe or refer to our limited services as such in your minutes or books of record or to any third parties. We also will not issue any kind of report on the financial statements.

John Keillor will be the engagement partner for the services specified in this letter. **Our fees are based on time expended at our standard hourly rates (discounted).**

Position	Hourly Rate (Discounted)
Partner	\$180
Manager	\$160
Staff Accountant	\$130

We will bill out-of-pocket expenses in addition to our standard fees. Invoices will be rendered every week and are payable upon presentation.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. The financial statements will be based on the account balances provided to us. Our services will not include any bookkeeping services (reconciliation of accounts, journal entries, etc). This type of work would be above and beyond the scope of this engagement. Any services performed outside the scope of this engagement will be billed at our standard hourly rates.

In the unlikely event that circumstances occur which we, in our sole discretion, believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of any such conflicts as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

We agree that any dispute between you and Lanigan & Associates, P. C., relating to this engagement, or the breach of it, shall, if negotiations and other discussions fail, be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect before resorting to arbitration. We agree to conduct the mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Failure or refusal by either party to mediate shall not in any way affect any subsequent arbitration.

If the dispute is not resolved by mediation, the dispute shall be subject to binding arbitration under the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with these rules. The parties agree to conduct the arbitration in the city closest to the office of Lanigan & Associates. The arbitration may only award actual damages and may not award consequential, exemplary, or punitive damages.

The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorney and expert witness fees, court costs and the administrative costs, fees and expenses of the AAA, in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither we nor you shall be compelled to arbitrate any dispute between us which arises out of or is related to any claim asserted against either of us by a third party unless the third party, whether one or more, agrees to join the arbitration or can be compelled to join it.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you.

Sincerely,



John Keillor, CPA

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Monroe County Clerk of Courts by:

\_\_\_\_\_

Date: \_\_\_\_\_