

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 1/31/2024	Contract Number: 2020-06 (24-W24) Title: Annual Government Auditing Services Effective Date: July 9, 2020			
Contracting Officer: Sandra Rogers E-mail: Sandra.Rogers@LakeCountyFL.gov Telephone Number: 352-343-9832 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	Contractor Name and Address: Name: MSL, P.A. Address: 255 S. Orange Avenue, Suite 600 City: Orlando, Florida 32801 ATTENTION: Joel A. Knopp			
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.				
DESCRIPTION OF MODIFICATION: Contract modification A. By notice dated January 31, 2024, the Lake County Water A contract 2020-06 (24-W24) from MSL CPAs and Advisors to the unobjectionable by the LCWA. This modification serves as form B. Extend agreement for FY2024 auditing period, to expire on on C. The terms and conditions of the original contract remain unconstitutions.	Authority (LCWA) was requested to recognize assignment of the vendor identified above. This assignment was found to be mally recognizing the transfer of responsibilities. For before September 30, 2025, at a cost not to exceed \$14,000. hanged.			
CONTRACTOR SIGNATURE BLOCK Signature: Joel A. Knopp Print Name: Joel A. Knopp Title: Shareholder Date: 8/20/2024 E-mail: jknopp@mslcpa.com Secondary E-mail:	Signature: Print Name: Bobby Bonilla Title: Executive Director, Parks & Water Resources Date: 9-5-24			
Distribution: Original – Bid File Copy – Contractor Contracting Officer				



MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 9/20/2023	Contract Number: 2020-06 Title: Annual Governmental Auditing Services Effective Date: July 9, 2020	
Contracting Officer: Ronald A. Falanga E-mail: Ronald.Falanga@LakeCountyFL.gov Telephone Number: 352-343-9424 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	Contractor Name and Address: Name: MSL CPAs and Advisors Address: 255 S. Orange Drive, Suite 6000 City: Orlando, Florida 32801 ATTENTION: Joel A. Knopp or William Blend	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract. DESCRIPTION OF MODIFICATION: This Modification Number One to Contract 2020-06 exercises the final one-year extension at a cost of \$15,500 with no other changes or modifications.		
CONTRACTOR SIGNATURE BLOCK Signature: Print Name: Joel A. Knoppo Title: Shareholder Date: 9/21/2023 E-mail: Jknopp@mslcpa.com Secondary E-mail:	LCWA SIGN TURE BLOCK Signature: Print Name: Bobby Bonilla Title: Executive Director, Parks & Water Resources Date: 9-20-23	
Distribution: Original - Bid File Copy - Contractor Contracting Officer		

AGREEMENT

AN AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND

MSL CPAs and Advisors For Annual Governmental Auditing Services

THIS AGREEMENT, entered into as of this 9 day of July , 2020 by and between MSL CPAs and Advisors, authorized to do business in the State of Florida, hereinafter called "MSL CPAs", and the Lake County Water Authority, an independent Special District and public corporation in Lake County, Florida, hereinafter called "AUTHORITY".

WITNESSETH:

Whereas the AUTHORITY desires to engage the professional services of an independent certified public accounting firm (licensed in the State of Florida), to perform the annual financial audit and appropriate state financial reports for years ending September 30, 2020, 2021, and 2022, with two (2) options for one (1) year extensions.

Whereas the AUTHORITY has publicly submitted a Request for Proposals (RFP# 2020-06), publicly opened on June 19, 2020, at 4:00 p.m.

Whereas the AUTHORITY desires to engage MSL CPAs to provide these services as a qualified certified public accounting film.

NOW, THEREFORE, the parties hereto listed above do mutually agree as follows:

- 1. MSL CPAs shall provide and furnish all necessary materials, transportation, and labor required to successfully complete the governmental audit as outlined in Attachment 1, REQUEST FOR PROPOSALS & DOCUMENTS, dated May 15, 2020.
- 2. MSL CPAs shall perform all services expeditiously and in a manner that is consistent with professional skill and care.
- 3. MSL CPAs shall comply with all the terms and conditions of this Agreement associated with the governmental audit for the AUTHORITY on or before February 15, 2021 for FY 2020, and on or before February 15th of each succeeding year covered by this Agreement. Failure to complete the work within the time specified shall invoke the penalties described in SPECIAL TERMS AND CONDITIONS, Liquidated Damages.
- 4. AUTHORITY is aware that there exist certain conditions not under the direct control of MSL CPAs that could cause MSL CPAs delays in completing the àudit by the specified deadlines. MSL CPAs will be responsible to notify each other in writing if any such delays occur. If such postponement should occur and the completion date of the audit should be delayed, MSL CPAs will be given an extension based on the actual number of working days that the access or materials were delayed beyond the February 15th completion dates specified in paragraph 3. The actual number of extension days will be provided to MSL CPAS in writing by the AUTHORITY.

- 5. AUTHORITY shall pay MSL CPAs for services rendered in accordance with the terms and conditions in the amount of:
 - 1. Fee to Provide Annual Auditing Services to include items indicated in specification.

FY 2020 \$14,000 FY 2021 \$14,500 FY 2022 \$15,000

2. Hourly Rates (which may be used to calculate additional work efforts that may be requested

Partner
 Manager
 Senior
 Clerical
 Partner
 \$275.00 per hour
 \$200.00 per hour
 \$140.00 per hour

MSL CPAs will, upon successful completion of each annual audit to the satisfaction of the AUTHORITY, submit to the AUTHORITY an invoice for the actual services rendered. The AUTHORITY shall pay MSL CPAs for the appropriate services within thirty (30) days, as set forth in the above referenced payment terms.

- 6. AUTHORITY and MSL CPAs both agree that at all times and for all purposes within the scope of this Agreement, the relationship of MSL CPAs to the AUTHORITY is that of independent contractor and not that of employee. No statement contained in the Agreement shall be construed so as to find MSL CPAs an employee of the AUTHORITY, and MSL CPAs shall be entitled to none of the rights, privileges or benefits of AUTHORITY employees.
- 7. MSL CPAs warrants to the AUTHORITY that it meets all necessary licensing, insurance and workers compensation requirements and that it files all state and federal payroll taxes as required by law.
- 8. MSL CPAs agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the AUTHORITY.
- 9. AUTHORITY and MSL CPAs each binds itself and its successors, legal representatives and assigns to the other party to this Agreement, and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this assign or transfer their interest in this Agreement without the written consent of the other.
- 10. MSL CPAs agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status or national origin, and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion,

sex, age, disability, marital status or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

- 11. MSL CPAs shall indemnify, defend, save, and hold harmless the AUTHORITY, its officers, employees, agents and instrumentalities, from any and all liability, losses or damages, including attorney's fees and costs of defense, which the AUTHORITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of this Agreement by MSL CPAs or its employees, agents, servants, partners, principals or subcontractors, and/or arising from, out of, or occurring because of, acts or omissions of actions by MSL CPAs, its agents, servants, employees, principals or subcontractors, while in the performance of the provisions of this Agreement during the life hereof, or thereafter as directly or indirectly connected with said Agreement. MSL CPAs shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the AUTHORITY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees that may be incurred thereon.
- 12. MSL CPAs acknowledges and agrees that the AUTHORITY is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that MSL CPAS must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of and public access to public records, nondisclosure of exempt or confidential records, except as authorized by law, transfer of public records at no cost to the AUTHORITY at termination of this Agreement, and destruction of duplicate exempt or confidential records. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years after conclusion of the Agreement, or as required by law, unless MSL CPAs is notified in writing by the AUTHORITY of the need to extend the retention period. MSL CPAs will be required to make working papers available, upon request to: Federal and State cognizant agencies, successor auditors or other official designees of the AUTHORITY.
- 13. MSL CPAs and each sub-contractor providing services under this Agreement will be required to procure and maintain, at its own expense, and without cost to the AUTHORITY, until final acceptance by the AUTHORITY or all work covered by this Agreement, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance policy on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence

Each Occurrence/General Aggregate Products-Completed Operations

\$500,000/500,000 \$500,000

Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automotive Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$300,000 combined single limit for each occurrence.

Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, Maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the AUTHORITY responsible for any payment or compensation.

Employers Liability Insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Sub-Contractor's Insurance shall be verified by the Contractor and the AUTHORITY before Contractor permits them to commence work on the project.

Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, accountant, consultant, environmental, pollution, errors and omissions, etc. insurance as applicable) with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The Lake County Water Authority, and the Lake County Water Authority Board of Trustees, shall be named as additional insured.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the AUTHORITY of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER AUTHORITY BOARD OF TRUSTEES.
27351 S.R. 19
TAVARES, FL 32778-4251

Certificate(s) of insurance shall evidence a waiver of subrogation in favor of the AUTHORITY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the AUTHORITY.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificate(s) of insurance to the prime vendor evidencing coverage and te1ms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the AUTHORITY. At the option of the AUTHORITY, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The AUTHORITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

- 14. AUTHORITY and MSL CPAs both agree that any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties.
- 15. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto. It is understood and agreed that Attachment 1, REQUEST FOR PROPOSALS & DOCUMENTS, dated May 15, 20202, including the RFP FORM, attached hereto and incorporated herein by reference, shall be part of this Agreement as if reproduced in whole herein. In case of a conflict between this Agreement and the RFP Specifications, it will be the terms and provisions of this Agreement that shall govern.
- 16. AUTHORITY may at any time, give written notice to MSL CPAs to terminate this agreement in whole or part, either for the AUTHORITY'S convenience or because of the failure of MSL CPAs to fulfill its Agreement obligations.

- (A) Upon receipt of such notice, MSL CPAs shall:
 - (I) immediately discontinue all services affected (unless the notice directs otherwise).
 - (II) deliver to the AUTHORITY all materials and other such information as may have been accumulated or produced by MSL CPAs in the performance of this Agreement, whether completed or in process of completion.
- (B) If the termination is for the convenience of the AUTHORITY, MSL CPAs shall be paid compensation for services performed to the date of termination.
- (C) If the termination is due to the failure of MSL CPAs to fulfill its Agreement obligation, the AUTHORITY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, MSL CPAs shall be liable to the AUTHORITY for reasonable additional costs occasioned to the AUTHORITY thereby, MSL CPAs shall not be liable for such additional costs beyond the control and without the fault or negligence of MSL CPAs.
- (D) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that MSL CPAs had not so failed, the termination shall be deemed to have been effected for the convenience of the AUTHORITY.
- (E) The rights and remedies of the AUTHORITY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 17. If the AUTHORITY incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, MSL CPAs agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.
- 18. This agreement shall be governed by the Laws of Florida. Venue for any Court proceedings or litigation shall be in the County or Circuit Court in Lake County, Florida.

[signatures on following page]

IN WITNESS WHEREOF, the AUTHORITY and MSL CPAS have executed this Agreement as of the date first written above.

	LAKE COUNTY WATER AUTHORITY
	Chairman, Lake County Water Authority
Attest:	
	MSL CPAs AND ADVISORS
	Cul A. Knows
Conjumantel	Contractor's Representative
Witness . A	



Gary J. Cooney, Secretary - Treasurer

27351 SR 19 • Tavares, Florida 32778-4251 • (352) 324-6141 • Fax (352) 324-6364 • email: info@lcwa.org • www.lcwa.org

April 12, 2022

Stone & Gerkin, PA Kevin Stone 4850 N. Highway 19A Mount Dora, FL 32757

Dear Mr. Stone,

Our auditors, MSL CPA's and Advisors, are conducting an audit of our financial statements at September 30, 2021 and for the period then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of the Lake County Water Authority (LCWA) in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$25,000 individually or in the aggregate. The description of each case should include:

- 1) the nature of the litigation;
- 2) the progress of the case to date;
- 3) how management of the LCWA is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with FASB Accounting Standards Codification 450, Contingencies.

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of FASB Accounting Standards Codification 450,

April 12, 2022 Page 2 of 2

Contingencies (excerpts of which can be found in the ABA's Auditor's Letter Handbook). Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of September 30, 2021, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed no later than April 20, 2022. They would appreciate receiving your reply by that date. You may also be requested to provide updates to your written response at a later date. We authorize you to respond to a request for updates made directly from our auditors in connection with the audit of our financial statements as of September 30, 2021 and for the year then ended. We appreciate your timely response to such requests.

Other Matters

Please also indicate the amount we were indebted to you for services and expenses (billed and unbilled) on September 30, 2021.

For Ben Garcia

Sincerely,

Ben Garcia

Interim Executive Director



PROPOSAL FOR:

Financial Audit Services

Lake County Water Authority

June 19, 2020 4:00 pm

RFP No. 2020-06

PROPOSER:

MSL, P.A. 255 S. Orange Avenue, Suite 600 Orlando, FL 32801

SUBMITTED BY: Joel Knopp, CPA Shareholder jknopp@mslcpa.com 800.683.5401

COPY - COST





Tab A - Pricing/Certifications/Signatures

Lake County Water Authority Governmental Auditing Services	RFP Number 2020-6 Page 20 of 24	
RFP FORM		
TO: Lake County Water Authority 27351 SR 19 Tavares, Florida 32778		
The undersigned hereby declare that we have carefully exami ANNUAL GOVERNMENTAL AUDITING SERVICES, as the received on or before June 19, 2020, at 4:00 p.m.	ned the specifications to provide for which RFPs were advertised to	
 Fee to Provide Annual Auditing Services to include items attach an hourly rate sheet along with your proposal. Price predominant factor in choosing an auditing firm. 	indicated in specifications. Please will not be the sole or	
FY 2020 8 14,000.00		
FY 2021 <u>\$</u> 14,500.00		
FY 2022 \$15,000.00		
2. Hourly Rates (which may be used to calculate additional v	work efforts that may be requested.)	
1. Partner \$\frac{275.00}{275.00} per hour		
2. Manager \$200.00 per hour		
3. Senior <u>\$140.00</u> per hour		
4. Clerical \$_100.00 per hour		
INDIVIDUAL) Strike out PARTNERSHIP) words not CORPORATION) applicable Name of Firm MSL, P.A.		
Authorized Agent Joel Knopp (Type name)		
(Signature) Jul Kning		
(Signature)		
Title of Person Signing: Engagement Shareho		
Address 255 S. Orange Avenue, Suite 60		
Telephone: 407-740-5400 Fax: 407-740-00)12 E-mail: jknopp@mslcpa.com	



Tab C - Other Information

MSL has a 45-year plus history in Florida and has been headquartered in Metro Orlando since its inception.

It should be noted that 100% of MSL's growth has been organic. In other words, we have not grown through acquisitions or mergers. This is natural growth that reflects the high-quality service our Firm provides and our reputation in various business sectors.

MSL is the last of the statewide firms. Other firms have been acquired or merged into larger firms. We consider this an enormous opportunity for our Firm. With offices in Central Florida, Tampa Bay, South Florida, and North Florida, we have the ability to effectively serve clients throughout the state of Florida. Unlike other firms, ALL our decision makers reside here in Florida. This gives us a competitive advantage in delivering services.

MSL also provides services to clients in 20 states and 8 countries. Our memberships in Moore North America and Moore Global have provided significant opportunities for us to advance our practice. With unlimited national and international resources, we are able to service clients virtually anywhere in the United States and dozens of countries around the world.

MSL operates virtually debt free. The Firm maintains some nominal equipment loans/leases, but has no operating debt. The Firm adopts an annual budget, which is ratified by our Board of Directors. This budget is incorporated into our financial management system to ensure strict adherence.

MSL has no known financial issues that will prevent us from providing, implementing, and maintaining the proposed system for the term of the Contract.

MSL is financially stable and has no current or prior bankruptcy proceedings pending as a debtor, or in a reorganization, liquidation, or dissolution proceeding. No trustee or receiver has been appointed over any portion of MSL's property under federal bankruptcy law or any state insolvency law.

We would be pleased to discuss our financial position and financial stability further if you so desire.



PROPOSAL FOR:

Financial Audit Services

Lake County Water Authority

June 19, 2020 4:00 pm

RFP No. 2020-06

PROPOSER: MSL, P.A. 255 S. Orange Avenue, Suite 600 Orlando, FL 32801

SUBMITTED BY: Joel Knopp, CPA Shareholder jknopp@mslcpa.com 800.683.5401

COPY - TECHNICAL





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Tab A - RFP Coversheet

LAKE COUNTY WATER AUTHORITY REQUEST FOR PROPOSALS & DOCUMENTS

RFP NO: 2020-06

DATE: May 15, 2020

RFP HEADING: Annual Governmental Auditing Services

RFP DUE DATE: 4:00 p.m., June 19, 2020

RFP OPENING: RFPs may be mailed, or hand delivered to the Lake County Water

Authority, 27351 SR 19, Tavares, Florida 32778; which will also be the location of the RFP opening. Facsimile (fax) or electronic submissions (email) will not be accepted. Any RFPs received after the specified time and date of RFP opening will not be considered. RFPs must be presented in a sealed envelope and identified with the following information in the

lower left-hand corner:

 RFP NO:
 2020-06

 OPENING DATE:
 4:00 p.m., June 19, 2020

 RFP HEADING:
 Annual Governmental Auditing Services

ACCEPTABLE

FORMAT:

Vendors shall complete and return 6 copies of the entirety of this RFP Document, and attach 6 copies of all other information requested in this

RFP document, plus one digital copy in PDF format.

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VENDOR IDENTIFICATION

Company Name	Phone Number	
MSL, P.A.	(800) 683-5401	
E-mail Address	Contact Person	
jknopp@mslcpa.com	Joel Knopp	



Tab B - Technical Narrative

June 19, 2020

Auditor Selection Committee Lake County Water Authority 27351 SR 19 Tavares, FL 32778

Dear Members of the Auditor Selection Committee:

MSL, P.A. (MSL) sincerely appreciates the opportunity to provide you with our credentials and capabilities to serve as external auditors to Lake County Water Authority (the Authority). We have an outstanding team of government specialists who possess the necessary qualifications and experience to serve as your independent auditors. Our goal is very simple, to provide the Authority with high-quality, responsive service with our best people.

Firm Profile and History

MSL is a Florida corporation that has been in business for over 45 years and has grown to be one of the largest independently owned and operated firms of certified public accountants in the Southeast. We are a nationally recognized CPA firm, serving clients in more than 20 states and eight countries. We have 97 employees and office locations throughout Florida - Central Florida, South Florida, Tampa Bay, and North Florida. Many of our shareholders are nationally recognized specialists in their field of practice.

Florida Governments – are a Cornerstone of the Firm

MSL's Governmental Practice Group (GPG) is one of the Firm's three cornerstones. Many firms use their governmental practice as filler work. At MSL, our governmental practice is one of our premier practice groups. The depth and experience of our Florida GPG is impossible to match. We are highly active on a national level, having served on decision-making committees of the AICPA, as well as building direct relationships with GASB, FGFOA and Florida Auditor General's Office. Each member of our audit team shareholders, managers, and a dedicated IT team – has substantial experience with governmental entities. Combined, this team has more than 100 years of experience providing auditing, accounting, and consulting services to over one hundred governmental entities, including counties, municipalities, special districts, and authorities.

Examples of MSL's Service, Resources, and Technical Expertise:

- We consistently meet client deadlines and we respond promptly to all client inquiries and requests.
- We provide (at no additional cost) technical support related to all new accounting and reporting pronouncements by our nationally recognized experts who serve on your audit team.
- Communication is vital and is done with all levels of the organization; governance, management and staff. This communication includes reporting financial results, audit issues, future accounting and reporting issues, and other issues that will impact your financial statements and the audit process.

255 South Orange Avenue, Suite 600 • Orlando, FL 32801-3428 • 407.740.5400 • mslcpa.com



Auditor Selection Committee Lake County Water Authority June 19, 2020 Page 3

> Our Governmental Practice Group (GPG) ensures that our clients are always working with an audit team staffed with highly experienced governmental audit professionals from the Engagement Shareholder through all levels of staff assigned to the engagement.

Local Firm with a National and Statewide Presence

Joel Knopp, your Engagement Shareholder, has over 20 years of governmental auditing, accounting, and consulting experience. Joel is a frequent CPE presenter for the Florida Institute of Certified Public Accountants (FICPA) and Florida Government Finance Officers Association (FGFOA) chapters and also provides a large part of the internal training for our staff. Bill Blend, your Technical Review Shareholder, has over 25 years of governmental auditing, accounting, and consulting experience in Florida. He has served on the Technical Accounting and Auditing Committees for both the FICPA and the FGFOA. Bill is one of only a few CPAs in the state qualified by the FICPA to teach their government ethics class, and he is often sought out as a speaker on governmental accounting and auditing subjects around the country. Alan Ricafort, your Engagement Manager, has over 10 years of public accounting experience and has extensive experience performing audits, reviews, and compliance work for governmental entities, not-for-profit organizations, and healthcare entities.

Ease of Transition to MSL and Fresh Perspective

MSL will provide the Authority with a fresh look at its financial statements and related operations. Our dedication to the governmental sector includes professional and seasoned staff who are fully familiar with Florida governmental agencies. This makes a transition to MSL simple and efficient. Staff assigned to your engagement have experience in these transitions. We know how to obtain certain audit documentation without any Authority staff involvement. We utilize resources, such as the Authority's website and the Florida Auditor General's website. In addition, we provide initial document requests upon engagement, providing Authority staff ample time to accumulate the data at their convenience. Our fully electronic environment, including a secure website for client data transfers, will ensure minimal work interruption.

We are committed to giving you a high-quality audit, and personalized service, which are the hallmarks of our success.

Our proposal sets out, in detail, the experience of our Firm and team members. We believe that once you have had an opportunity to review our capabilities, you will agree that we are the right firm to serve as your auditor. We know the Authority will be a valued client to MSL. We would like the opportunity to work with you. More importantly, we want the best client service for you and we know we can provide it.

On behalf of MSL and our engagement team, we look forward to serving the Authority. Please feel free to contact me on my personal my cell phone, at (407) 715-0098 or email me at jknopp@mslcpa.com with any questions or comments you may have regarding our proposal.

Sincerely,

Joel Knopp, CPA

Engagement Shareholder

MSL, P.A.



Tab C - Firm Profile Form and Team Composition

	ke County Water Authority vernmental Auditing Services	RFP Number 2020-6 Page 23 of 24
RI	FP PROFILE FORM AND TEAM COMPOS	TION
١.	Proposer's Name & Address_ MSL, P.A.	
	255 S. Orange Avenue, Suite 600	
	Orlando, FL 32801	
2.	FEIN #_59-30706693. Ye	ear Firm Was Established 1974
4.	Licensed to do business in the State of Florida?	X YESNO
5.	Name, Title and Telephone Number of Principa Joel Knopp, Shareholder	al to Contact:
	(800) 683-5401	
6.	Address of office to perform work, if different from Item #1:	
7.	Please list key personnel that your firm will commit to this Water Authority project and attach a copy of each key person's resume: Joel Knopp	
_		, , , , , , , , , , , , , , , , , , , ,
	Joel Knopp	
_	Joel Knopp Dan O'Keefe	
	Joel Knopp Dan O'Keefe William Blend	
	Joel Knopp Dan O'Keefe William Blend Alan Ricafort; Kayla Mayhue	
	Joel Knopp Dan O'Keefe William Blend Alan Ricafort; Kayla Mayhue Jimmy Buddenberg Fellen Yang; Michal Gurgacz	
	Joel Knopp Dan O'Keefe William Blend Alan Ricafort; Kayla Mayhue Jimmy Buddenberg Fellen Yang; Michal Gurgacz e foregoing is a statement of facts.	
	Joel Knopp Dan O'Keefe William Blend Alan Ricafort; Kayla Mayhue Jimmy Buddenberg Fellen Yang; Michal Gurgacz	Date: June 17, 2020 Shareholder



Partner, Supervisory, and Staff Qualifications and Experience

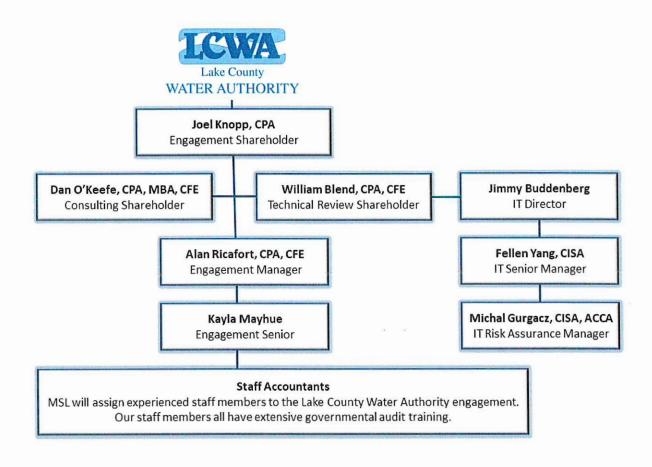
Your governmental audit team is highly experienced in auditing Florida governments, including special districts. **Joel Knopp**, your Engagement Shareholder, has over 20 years of governmental auditing, accounting, and consulting experience. **Joel** serves on the State and Local Government Committee for the FICPA. **Bill Blend**, your Technical Review Shareholder, has over 25 years of governmental auditing, accounting, and consulting experience in Florida. **Bill** serves on the Technical Accounting and Auditing Committees for both the FICPA and FGFOA. **Dan O'Keefe**, your Consulting Shareholder has over 40 years of public accounting, governmental, airport, and not-for-profit experience. **Alan Ricafort**, your Engagement Manager, has over 10 years of public accounting experience, including performing external and internal audits, examinations, reviews, and compliance work for governmental and not-for-profit entities.

Your engagement team has over 100 years of combined experience providing auditing, accounting, and consulting services. As a result of this collective knowledge and experience, your team is uniquely suited to provide you with the highest quality auditing services. We guarantee that <u>all</u> members of your team have Florida government experience. You will not need to train our staff.

All of our professional staff, including the auditor in charge of your engagement, meet the educational requirements set forth under Florida Statutes. Specific details of relevant continuing professional education and local governmental audit experience are found in each staff member's résumé. All members of your audit team, including staff, have received training for ethics, as our Firm provides this training in-house. Bill Blend teaches the FICPA required Ethics for Governmental CPAs in Florida on an annual basis.



Engagement Team Organization Chart





Résumés

Joel Knopp, CPA

Engagement Shareholder

Education and Certifications

- B.S. Degree in Accounting Eastern University
- C.P.A., Certified Public Accountant Florida

Professional Memberships and Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- FICPA State and Local Government Committee
- Florida Government Finance Officers Association (FGFOA)

Listing of Relevant CPE Courses:

Annual MSL Governmental Updates
FGFOA Annual Conferences
Federal Financial Reporting
GASB Pension & Financial Reporting
Yellow Book and Green Book
Fraud Waste and Abuse in Government
Ethics for CPAs: Accounting/Auditing Emphasis (Instructor)
GASB Updates
AICPA GAQ Annual Update Webcast
Municipal Bankruptcies and Fiscal Sustainability
Tax-Exempt Debt/Accounting and Auditing Issues
The External Auditor and Fraud (Instructor)

Background - Joel Knopp is a member of the Firm's Governmental Practice Group. Joel has over 20 years of experience in accounting and auditing and works primarily with governmental clients.

Professional Experience - Joel has performed audits on over 40 governmental entities. He has substantial experience in planning, performing, supervising, reviewing, and preparing financial statements related to the audits of governmental entities and not-for-profit organizations subject to Government Auditing Standards and federal and state Single Audit requirements.

Joel's previous experience includes work as an audit director for a CPA firm in Virginia, where he managed numerous audits of Virginia local governmental agencies and municipalities. Joel also has extensive experience providing tax consulting and preparation services at the federal and state levels for businesses, not-for-profit organizations, and individuals.

Joel has obtained CPE in excess of 120 hours over the past two years and has met Yellow Book CPE requirements.



Joel Knopp, CPA (Continued)

Engagement Shareholder

Governmental, educational, and other entities served include the following:

Counties Municipalities Broward* **Altamonte Springs** Citrus* Casselberry* Lake* Cocoa* Cocoa Beach* Martin* Osceola* Dunedin* Seminole* Gulfport* Northampton (VA)* Indian Rocks Beach

A)* Indian Rocks Beach
Kissimmee*
Leesburg*
Orlando*

Palm Bay* Sanford* Tampa*

Tarpon Springs*
Temple Terrace

Venice*

Staunton (VA)*
Town of Iron Gate (VA)

Waynesboro (VA)*
Winchester (VA)*

Special Districts and Authorities

Barefoot Bay Recreation District Central Florida Expressway Authority

Early Learning Coalition of Flagler/Volusia Counties, Inc.*

East Central Florida Regional Planning Council*

Greater Orlando Aviation Authority*

Lake-Sumter Metropolitan Planning Organization*

MetroPlan Orlando*

Miami-Dade Expressway Authority*

Sanford Airport Authority*

Eastern Shore Community Services Board (VA)*

Northwestern Regional Juvenile Detention Ctr. Comm. (VA)

Staunton Industrial Development Authority (VA)

Valley Community Services Board (VA)*

Waynesboro Industrial Development Authority (VA) Winchester Industrial Development Authority (VA)

Educational

School District of Brevard County*

School District of Escambia County*

School District of Lee County*

School District of Manatee County*

School District of Osceola County*

School District of Pasco County*

School District of Seminole County*

School District of Volusia County*

Genesis Alternative Education Program (VA)

Northampton County School Board (VA)

Staunton City School Board (VA)

Waynesboro City School Board (VA)

Winchester City School Board (VA)

^{*}Indicates Single Audit included



William Blend, CPA, CFE

Technical Review Shareholder

Education and Certifications

- B.S. Degree in Accounting, Long Island University
- C.P.A., Certified Public Accountant Florida
- C.F.E., Certified Fraud Examiner

Professional Memberships and Affiliations

- AICPA
- FICPA
- Florida Government Finance Officers Association (FGFOA)
- FGFOA Conference Committee
- FGFOA Technical Committee
- Instructor for the FGFOA and develops and teaches
 Firm auditing classes
- FICPA Instructor Ethics for Governmental CPAs in Florida
- FICPA Technical Committee
- Association of Certified Fraud Examiners (ACFE)
- FICPA State and Local Government Section
- FICPA Compliance Practice Aid Team Member
- FICPA High School Coordinator for Seminole County
- Seminole County Chamber of Commerce Government Affairs Committee

The External Auditor and Fraud (Instructor)

Listing of Relevant CPE Courses:

MSL Annual Governmental Updates
Federal and State Single Audit Update (Instructor)
FGFOA Annual Conferences
Ethics for CPAs: Accounting/Auditing Emphasis (Instructor)
GASB Update
COSO and Internal Control
Tax-Exempt Debt/Accounting and Auditing Issues

Background - Bill Blend heads up the Firm's Governmental Practice Group. Bill has over 25 years of public accounting, governmental, and notfor-profit experience. He has provided services to numerous municipalities, counties, and other governmental entities.

Professional Experience - Bill has extensive experience in auditing the governmental financial operations of municipalities, counties, special districts, and authorities. He also provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

He has authored numerous CPE courses on governmental accounting and auditing and has instructed CPE sponsored by the FGFOA and the FICPA. Bill is one of only a few CPAs in the state qualified by the FICPA to teach their government ethics class, and he is often sought out as a speaker around the state. He is a two-time recipient of the FICPA Outstanding Discussion Leader Award.

Bill is a Certified Fraud Examiner and is trained in the use of IDEA data-mining software.

Bill has obtained CPE in excess of 120 hours over the past two years and has met Yellow Book CPE requirements.



William Blend, CPA, CFE (Continued)

Technical Review Shareholder

Governmental, educational, and other entities served include the following:

6	Nami de dista de la Constituca di	Consider Districts and Australia
Counties	Municipalities (Continued)	Special Districts and Authorities
Broward*	Kissimmee*	Barefoot Bay Recreation District
Citrus*	Lake Helen	Central Florida Expressway Authority
Indian River*	Leesburg*	East Central Florida Regional Planning Council*
Lake*	Maitland*	Florida Intergovernmental Finance Commission
Martin*	Mt. Dora*	Greater Orlando Aviation Authority (GOAA)*
Osceola*	New Smyrna Beach*	Hobe Sound Water Management District
Seminole*	Oak Hill	Memphis-Shelby County Airport Authority
Volusia*	Orlando*	MetroPlan Orlando*
	Palm Bay*	Miami-Dade Expressway Authority*
Municipalities	Palm Beach Gardens*	Naples Airport Authority
Altamonte Springs	Pembroke Pines*	New Smyrna Beach Utility Authority*
Apopka*	Palm Bay*	Sanford Airport Authority*
Casselberry*	Port Orange*	TOHO Water Authority*
Cocoa*	Sanford*	West Volusia Hospital Authority
Cocoa Beach*	St. Cloud*	
Coral Springs*	Stuart	Educational
Davie	Tampa	Academie DaVinci Charter School
Daytona Beach*	Tarpon Springs*	The Reading Edge Academy
DeBary*	Temple Terrace	Florida A&M University*

Indian River Shores

Deltona*

Dunedin*

Gulfport*

Indian Rocks Beach

School District of Manatee County*
School District of Osceola County*
School District of Pasco County*
School District of Seminole County*
School District of Volusia County*

Florida Virtual School*

Venice*

Vero Beach* School District of Broward County*
Winter Park* School District of Escambia County*

^{*}Indicates Single Audit included



Daniel O'Keefe, CPA, MBA, CFE

Consulting Shareholder

Education and Certifications

- M.B.A. Degree in Accounting, Florida State University
- B.S. Degree in Accounting, Canisius College, Buffalo, New York
- C.P.A., Certified Public Accountant Florida
- C.F.E., Certified Fraud Examiner

Professional Memberships and Affiliations

- AICPA
- Served on the AICPA State and Local Government Expert Panel
- Member of the AICPA National State and Local Government Conference Committee
- Speaker at the AICPA National State and Local Government Accounting Conference and the National Not-for-Profit Conference
- FICPA
- Government Finance Officers Association (GFOA)
- FGFOA
- Member of the FICPA Governance Task Force
- Association of Certified Fraud Examiners (ACFE)
- UCF Accounting Advisory Board member
- Past Chairman of the Seminole State College Foundation

Listing of Relevant CPE Courses:

MSL Annual Governmental Updates
FGFOA Annual Conferences
COSO for State and Local Governments (Instructor)
GASB Pension & Financial Reporting
Yellow Book and Green Book
Fraud Waste and Abuse in Government
MSL Governmental Financial Accounting and Reporting
Case Study (Instructor)

Dan has obtained CPE in excess of 120 hours over the past two years and has met Yellow Book CPE requirements. Background - Dan O'Keefe has over 40 years of public accounting, governmental, and not-for-profit experience. He serves on the Firm's Board of Directors and is the Firm's Vice President and Corporate Secretary. He has provided services to numerous municipalities, counties, and other governmental entities, and is a nationally recognized expert in the area of governmental auditing. He is one of the most sought-after, public-sector instructors in the state.

Professional Experience - Dan has extensive experience auditing governmental financial operations, including services provided to 50 municipalities, 16 counties, four state agencies, and numerous special districts and authorities. He also provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

Dan provides CPE services to clients, peers, and governmental agencies nationwide. He has authored numerous CPE courses on governmental accounting and auditing; instructed CPE sponsored by the AICPA and the FICPA; and previously served a four-year term on the Florida Board of Accountancy CPE Committee. He is a three-time recipient of the FICPA Outstanding Seminar Leader Award and two-time recipient of the AICPA Outstanding Instructor Award. He is an adjunct professor at the University of Central Florida and the University of West Florida. Dan is the coauthor of A State Lottery: A Challenge for Auditors; co-author of Auditing Budget Requirements for Florida's Local Governments; and author of the 1996 Single Audit Requirements. In addition, Dan authored the Florida Single Audit Act.



Daniel O'Keefe, CPA, MBA, CFE (Continued)

Consulting Shareholder

Governmental, educational, and other entities served include the following:

CountiesMunicipalities (Continued)Special Districts and AuthoritiesAlachua*Leesburg*Barefoot Bay Recreation DistrictBroward*LongwoodCentral Florida Expressway AuthorityCitrus*Maitland*Fort Pierce Utilities Authority

DeSoto* Mount Dora* Greater Orlando Aviation Authority*
Hillsborough* Ocala Miami-Dade Expressway Authority*

Indian River* Orchid Memphis-Shelby County Airport Authority
Lake* Orlando* MetroPlan Orlando*

Manatee* Ormond Beach Naples Airport Authority

Marion* Pahokee Orange County Housing Finance Authority*
Okeechobee* Palm Bay* Orange County Library District

Orange* Palm Beach Reedy Creek Improvement District

Osceola* Palm Beach Gardens* VOTRAN*

Martin* Pembroke Park TOHO Water Authority*

Seminole* Pembroke Pines* West Volusia Hospital Authority

Volusia* Pomona Park
Port Orange*

Port Orange* Educational

Municipalities St. Cloud* Academie DaVinci Charter School

Altamonte Springs Sanford* Bethune-Cookman College*

Apopka* Sebring* Early Learning Coalition of Flagler/Volusia*

Belle Isle South Daytona Florida A&M University*

Bradenton Stuart Florida Virtual School*

Bunnell Tamarac Frank Scanga Charter School

Casselberry* Tampa* Futures, Inc.

Cocoa Beach* Tarpon Springs* Kissimmee Charter School
Coral Springs* Temple Terrace Orlando Lutheran Academy
Crystal River Venice* Reading Edge Academy

Davie Vero Beach* School District of Brevard County* Daytona Beach* Wellington School District of Broward County* Daytona Beach Shores West Palm Beach School District of Escambia County* DeBary* Winter Garden School District of Manatee County* Deltona* Winter Haven School District of Osceola County* Dunedin* Winter Park* School District of Pasco County*

Green Cove Springs Winter Springs School District of Seminole County*

Gulfport* School District of Volusia County*

Holly Hill Other Stetson University

Indian Rocks Beach Florida Lottery

Kissimmee* Florida Health Department
Lake Mary* Florida Housing Finance Agency
Florida Department of Elder Affairs

^{*}Indicates Single Audit included



Alan Ricafort, CPA, CFE

Engagement Manager

Education and Certifications

- B.S. Degree in Accounting, University of North Florida
- C.P.A., Certified Public Accountant Florida
- C.F.E., Certified Fraud Examiner

Professional Memberships and Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)
- Association of Certified Fraud Examiners (ACFE)

Listing of Relevant CPE Courses:

Annual MSL Governmental Updates
FGFOA Annual Conferences
Federal and State Single Audit Update
GASB Pension & Financial Reporting
Yellow Book
Fraud Waste and Abuse in Government
Ethics for CPAs: Accounting/Auditing Emphasis
GASB Updates
COSO and Internal Control
Tax-Exempt Debt/Accounting and Auditing Issues

Background - Alan Ricafort is a member of the Firm's Governmental Practice Group. Alan graduated with his Bachelor's Degree in Accounting from the University of North Florida and is a Certified Public Accountant in the state of Florida.

Professional Experience - Alan has over 10 years of public accounting experience and has extensive experience performing audits, reviews, and compliance work for governmental entities, not-for-profit organizations, and healthcare entities.

Alan has obtained CPE in excess of 120 hours over the past two years, and has met Yellow Book CPE requirements.



Alan Ricafort, CPA, CFE (Continued)

Engagement Manager

Governmental, educational, and other entities served include the following:

Counties	Municipalities
Bradford*	City of Alachua
Hernando*	City of Apopka
Nassau*	City of Atlantic Beach
Seminole*	Town of Bronson
	C'. CO II *

City of Casselberry*
City of Cedar Key
City of Daytona Beach*

City of Deltona*
City of Dunedin*

City of Fort Lauderdale City of Indian Rocks Beach

City of Lake City City of Orlando City of Palm Bay* City of Sanford* City of St. Cloud* City of Tampa*

City of Tarpon Springs*
City of Temple Terrace

City of Venice*

Special Districts and Authorities

Barefoot Bay Recreation District

Early Learning Coalition of Flagler/Volusia

Counties, Inc.*

Gainesville Regional Airport Authority Greater Orlando Aviation Authority*

Marion County EMS Alliance Tohopekaliga Water Authority

Other

Florida Intergovernmental Finance Commission

Educational

Florida Virtual School*

School District of Alachua County*

School District of Brevard County*

School District of Escambia County*

School District of Manatee County*

School District of Osceola County*

School District of Seminole County*

School District of Volusia County*

^{*}Indicates Single Audit included



Kayla Mayhue

Engagement Senior

Education and Certifications

 B.S. of Business Administration in Accounting, Grand Valley State University

Professional Memberships and Affiliations

- AICPA
- FICPA
- Florida Government Finance Officers Association (FGFOA)

Listing of Relevant CPE Courses:

GASB Standards Updates
OMB Single Audit Update
Governmental Audit Quality Center Update
Annual Governmental Updates
Yellow Book

Background – Kayla Mayhue is a member of the Firm's Governmental Practice Group. She has over four years of public accounting experience and has experience performing audits and compliance work for governmental and not-for-profit entities.

Professional Experience - Kayla has been involved with auditing governmental entities, not-for-profit organizations, employee benefits plan audits and for-profit entities.

Kayla has obtained CPE in excess of 80 hours over the past two years and has met Yellow Book CPE requirements.

Governmental entities served include the following:

Counties	Municipalities	Educational
Lake*	Cocoa Beach*	Easter Upper Peninsula ISD (MI)
Martin*	Leesburg*	School District of Byron Center Public Schools (MI)
	Sanford*	School District of Kelloggsville Public Schools (MI)
	Tallahassee	School District of Ludington Public Schools (MI)
	Winter Park*	School District of Rockford Public Schools (MI)
		School District of Shelby Public Schools (MI)

Not-for-profit

Family Promise of Grand Rapids, MI (MI)
Wedgwood Christian Services (MI)*
West Michigan Center for Arts and Technology (MI)

^{*}Indicates Single Audit included



Jimmy Buddenberg

IT Director

Education and Certifications

B.S., Mathematics/Computer Science, magna cum laude, Muskingum University

Professional Memberships and Affiliations

- Member, Information Systems Audit and Control Association (ISACA)
- Member, Information Systems Security Association (ISSA)
- President, Parent Teacher Association Board
- Vice President, Homeowner's Association Board
- Deacon, Christ Community Church Board

Current or past projects include:

- Responsible for IT datacenter operations for the State of Texas, supporting the largest 29 state agencies
- Responsible for IT datacenter operations for the Maryland Department of Human Services
- Provide consulting services to assist with data protection for Wake County, North Carolina
- Provide cybersecurity consulting services, including security assessment, policy and procedure review, and architectural review for Aiken City, South Carolina
- Cybersecurity program and risk assessment for York County, South Carolina

Background – Jimmy Buddenberg has more than 20 years of experience in providing high-quality IT and security services to over 150 customers in industries, including: retail, manufacturing, transportation, technology, media, telecommunications, energy, and public sector.

Jimmy helps clients implement security solutions critical to safeguarding their business and customers' critical assets and data. His pragmatic approach enables clients to maximize investments, while achieving necessary regulatory compliance. Jimmy brings these vital skills and experience to the audit team's IT assessment process.

Previous Professional Experience – Previously, Jimmy was a senior vice president for a \$13B global IT services company.



Fellen Yang, CISA

IT Senior Manager

Education and Certifications

- CISA certified
- Certified CSF Practitioner
- M.S., Decision and Information Sciences, University of Florida
- B.S., Computer Engineering, University of Pittsburgh

Professional Memberships and Affiliations

- ISACA, Charlotte, NC
- American Institute of Certified Public Accountants

Current and past projects include:

- Internal audit for financial institutions ranges from \$50 million to over \$1 billion in assets.
- External audit supporting financial statement audit for governmental, not-for-profit, financial institutions, manufacturing and distribution, and healthcare.
- Consulting project to assist managed security and government-contract client for enterprise risk assessment, internal audit program review.

Background - Fellen Yang has more than 10 years of client-facing project management, as IT-audit and consulting experience. Her core competencies include auditing IT General Controls (ITGC) and business processes in support of financial statement audits, internal audit support with SOX compliance, FFIEC compliance, and SOC engagements.

Fellen's experience also includes planning, leading, and executing engagements to report on the effectiveness of ITGCs in support of financial statement audits and SOC and SOC 2 engagements. She performs these services for various Fortune 500 corporations, including SOX 404 and non-accelerated filers, as well as a diverse mix of small, medium, and large cap private entities.

Professional Experience - Fellen has led and executed cybersecurity engagements, including internal vulnerability assessment, external vulnerability and penetration assessment, and social engineering testing.



Michal Gurgacz, CISA, ACCA

IT Risk Assurance Manager

Education and Certifications

- CISA Certified
- ACCA, Association of Chartered Certified Accountants
- Advanced SOC for Service Organizations Certificate, AICPA
- M.A. in Financial Management Nowy Sacz School of Business in Poland
- B.A. in Marketing and Management Nowy Sacz School of Business in Poland

Skills and Knowledge

- COBIT
- ISO 27001
- NIST Cybersecurity Framework
- IFRS
- US GAAP
- Sarbanes-Oxley Act
- Basel III
- Power BI and IDEA
- Visio, VBA, advanced Excel
- SQL, SAP and Oracle
- ADA: Evaluating Websites for Accessibility

Background - Michal Gurgacz is a KPMGtrained auditor with over 10 years of IT, accounting and finance experience. He performs IT assessments and security reviews on MSL's clients.

Professional Experience - Michal has spent his accounting and IT career providing assurance and consulting services to various clients, including Fortune 500 companies. He currently leads all risk assessment and information system audits at MSL. He has planned, coordinated and executed audits of information security, information technology and business continuity in the financial, governmental healthcare industries, investigating and developing audit solutions for unique and complex situations.

Michal also has experience with process transformation, system implementation and data migration.



Michal Gurgacz, CISA, ACCA (Continued)

IT Risk Assurance Manager

Governmental, educational, and other entities served include the following:

Municipalities	Special Districts, Authorities and Associations
Altamonte Springs	Barefoot Bay Recreation District
Apopka*	Central Florida Expressway Authority
Casselberry*	Greater Orlando Aviation Authority (GOAA)*
Cocoa*	MetroPlan Orlando*
Cocoa Beach*	Miami-Dade Expressway Authority*
Dunedin*	Orlando-Sanford Airport Authority*
Kissimmee*	North Brevard County Hospital District*
Leesburg*	TOHO Water Authority*
Orlando*	
Palm Bay	Educational
Pembroke Pines	Florida Virtual School*
Sanford*	School District of Broward County*
Stuart*	School District of Escambia County*
Tarpon Springs*	School District of Manatee County*
Temple Terrace	School District of Osceola County*
Venice*	School District of Seminole County*
Winter Park*	School District of Volusia County*
	Altamonte Springs Apopka* Casselberry* Cocoa* Cocoa Beach* Dunedin* Kissimmee* Leesburg* Orlando* Palm Bay Pembroke Pines Sanford* Stuart* Tarpon Springs* Temple Terrace Venice*

^{*}Indicates Single Audit included



Quality of Staff Over Term of the Engagement

It has always been in the best interest of MSL and our clients to have staff return to an engagement. We recognize the importance of continuity to both the efficiency and effectiveness of the audit. We will strive to provide you continuity of staffing. Our turnover is significantly lower than average for firms of our size.

There is nothing more disruptive to clients than to have different staff assigned to an engagement from one year to the next. We will commit the same staff to your engagement from year-to-year. We cannot guarantee that team members will not leave the Firm, but we can tell you that our Firm has very low turnover rates. Many of our staff came to our Firm because of the strength of our governmental and not-for-profit practices. We consider our staff to be our most important resource. MSL's average staff tenure is 12.5 years, and 25% of our staff have been with MSL for more than ten years.

Staffing continuity is a very important aspect of our attestation practice. We strive to keep staff turnover as low as possible, in part, by the following areas of emphasis:

- Commitment to hiring quality staff to serve our clients starts at the top. Our shareholder group is very active in our staff recruitment and retention program.
- Education of our staff. We place the highest regard on training our staff and helping them excel in their careers. The size of our Firm provides the ability to move up, while not feeling lost in a big corporate environment.
- We have won the "Best Places to Work" award for over ten years.

The audit team for this engagement has decades of experience in serving governmental clients. Most of this experience has been with MSL. We recognize that staff continuity keeps disruptions to your daily operations to a minimum. In addition, it allows us to continue to provide high-quality, efficient service when the individuals who work with you directly continue to be involved with your engagement for many years.

Continuity of Key Members of the Audit

We understand the need to have consistency among engagement team members to ensure the best audit experience for the Authority. It is in the best interest of MSL and our clients to have staff return to an engagement. We recognize the importance of continuity to both the efficiency and effectiveness of the audit. We also understand that maintaining continuity will minimize interruptions to valuable Authority staff time, especially with limited resources. Therefore, we will always strive to provide you continuity of staffing. We can tell you that our turnover is significantly lower than average for firms of our size. As previously stated, our dedication to the governmental sector brings quality personnel to us. If it becomes necessary to replace project management team/key team members, we will introduce replacements and their qualifications to the Authority as soon as possible, and the Authority will always have the right to approve or reject such replacements.



Tab D - Similar Projects Form

Lake County Water Authority Governmental Auditing Services RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

Project Name, Entity Name, Address & Location

Contact Kristy Mullane

Lake County 315 W. Main Street Tavares, FL 32778 Person: Title: Chief Financial Officer

Completion Date (Actual or Estimated):

Telephone Number: 352-343-9433

Project Cost: \$_185,000.00

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items.)

Annual Audit 2008 - Current

Firms personnel that worked on the stated project that will be assigned to the Authority's project.

Joel Knopp Bill Blend Dan O'Keefe Kayla Mayhue



RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of projects and no more than 10 projects. (This form may be reproduced.)

Project Name, Entity Name, Address	Contact
& Location	Rodney Henderson
Toho Water Authority	7
951 Martin Luther King Jr. Blvd.	Person: Title:
Kissimmee, FL 34741	Director of Business Services
Completion Date (Actual or Estimated):	Telephone Number: (407) 944-5135
Project Cost: \$	_
or descriptions of items.)	lished (Attach samples of deliverables, outlines
Annual Audit 2005 - Current	
Firms personnel that worked on the stated pro	iact that will be assigned to the Authority's
project.	ject that will be assigned to the Authority's
Bill Blend	
Dan O'Keefe	
Alan Ricafort	



RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

Project Name, Entity Name, Address
& Location
City of Orlando
400 S. Orange Avenue
Orlando, FL 32802

Completion Date (Actual or Estimated):

Project Cost: \$

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables outlines)

Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items.)

Annual Audit 2013 - Current

Firms personnel that worked on the stated project that will be assigned to the Authority's project.

Joel Knopp

Bill Blend

Dan O'Keefe

Alan Ricafort



RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

Project Name, Entity Name, Address Contact & Location James Williams City of Leesberg Person: Title: 501 W. Meadow Street Leesburg, FL 34748 **Finance Director** Telephone Number: Completion Date (Actual or Estimated): (352) 728-9715 Project Cost: \$__67,500 Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items.)

Annual Audit 2010 - Current

Firms personnel that worked on the stated project that will be assigned to the Authority's project.

Joel Knopp

Bill Blend

Dan O'Keefe

Kayla Mayhue



RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

Project Name, Entity Name, Address	Contact
& Location	Cynthia Lindsay
City of Sanford	
P.O. Box 1788	Person: Title:
Sanford, FL 32771	Director of Finance
	m 1 1 31 1
Completion Date (Actual or Estimated):	Telephone Number:
	(407) 688-5026
70.000	
Project Cost: \$_70,000	
Scope of Entire Project: List the tasks accomplis or descriptions of items.) Annual Audit 2008 - Current	
Firms personnel that worked on the stated proje project. Bill Blend Dan O'Keefe Joel Knopp Alan Ricafort Kayla Mayhue	ct that will be assigned to the Authority's



RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

Project Name, Entity Name, Address	Contact
& Location	Wes Hamil
City of Winter Park	
401 Park Avenue South	Person: Title:
Winter Park, FL 32789	Finance Director
300000000000000000000000000000000000000	
Completion Date (Actual or Estimated):	Telephone Number:
completion Date (1 totals of Bostinston).	(407) 599-3381
62,000	
Project Cost: \$	
Scope of Entire Project: List the tasks accomplis	shed (Attach samples of deliverables, outlines
or descriptions of items.)	
Annual Audit 2013 - Current	
-	
l _e	
Firms personnel that worked on the stated proje	ct that will be assigned to the Authority's
project.	
Bill Blend	
Dan O'Keefe	
Joel Knopp	
Kayla Mayhue	



RFP Number 2020-6 Page 22 of 24

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the Lake County Water Authority's project that have been/are being accomplished by personnel that shall be assigned to the Lake County Water Authority's project. List a minimum of 3 projects and no more than 10 projects. (This form may be reproduced.)

& Location Lake Apopka Natural Gas District 1320 Winter Garden-Vineland Road Winter Garden, FL 34787 Completion Date (Actual or Estimated):	Contact Clifton Addison Person: Title: Chief Financial Officer Telephone Number: (407) 614-5778
Project Cost: \$27,000	
Scope of Entire Project: List the tasks accomplish or descriptions of items.) Annual Audit 2016 - Current	hed (Attach samples of deliverables, outlines
Firms personnel that worked on the stated project project. Bill Blend Dan O'Keefe	t that will be assigned to the Authority's



Tab E - License to Practice in Florida

MSL and all assigned key professional staff are properly registered and licensed to practice in the state of Florida and qualified to perform governmental audits. In addition, our Firm and all assigned key personnel are in good standing with the Florida Board of Accountancy (FBOA).

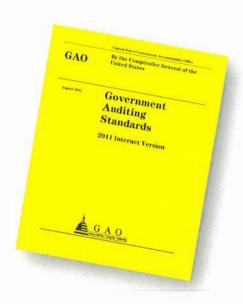




Tab F - External Quality Control Review Report

Quality control in any CPA firm can never be taken for granted. It requires a continuing **commitment** to professional excellence. We are formally dedicated to that commitment.

Our Firm recognizes the long-term significance of developing a formal quality control program. In an effort to continue to maintain the standards of working excellence required by our Firm, we are members of the Private Companies Practice Section (PCPS), the Center for Audit Quality (CAQ), and the Governmental Audit Quality Center (GAQC) of the AICPA. To be a participating member firm, you must obtain an independent compliance review of your firm's quality control policies and procedures every three years to ascertain compliance with existing auditing standards on the applicable engagements. The scope of the peer review is comprehensive, in that, it specifically reviews the quality control policies and procedures of the participating firm's accounting and auditing practice, including its work product in various client industries. We believe that our commitment to the program has been rewarding not only to our Firm, but primarily to our clients.



The external, independent peer review of the elements of our quality control policies and procedures performed by an independent certified public accountant selected by the AICPA provides both us and our clients with the assurance that we continue to conform to the standards of the profession in the conduct of our accounting and auditing practice.

Our Firm has undergone successful peer reviews since participation in the program. We take quality control seriously. We understand our responsibility in providing you with auditing services that meet or exceed the professional standards established by the AICPA, U.S. GAO, U.S. OMB, Florida Attorney General, and FBOA.

We also understand our responsibility under *Government Auditing Standards* (the Yellow Book) to provide you with our most recent peer review report. We will always send you the most current report when it is issued.

On the following page is our most recent peer review report for the period ended June 30, 2017, which included a review of specific governmental engagements performed by MSL. It should be noted that no comments were made as a result of this review.





8550 United Plaza Blvd , Ste. 1001 - Baton Rouge, LA 7080 225-922-4600 Phone - 225-922-4611 Fax - pncpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of Moore Stephens Lovelace, PA and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moore Stephens Lovelace, PA (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

estlethwaite & Netterville

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and audits of employee benefit plans.

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Moore Stephens Lovelace, PA applicable to engagements not subject to PCAOB inspection in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Moore Stephens Lovelace, PA has received a peer review rating of pass.

Baton Rouge, Louisiana November 8, 2017



Tab H – Certificate of Insurance

DOURRAGES CERTIFICATE NUMBER: 292218408 REVISION NUMBER: REVISI	A			CATE OF LIA				DATE (MM/DD/YYYY) 1/17/2020
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2020

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

REPRESENTATIVE OR PRODUCER, A	ND TI	HE C	ERTIFICATE HOLDER.	EAC	CONTRACT	BEIWEEN I	HE ISSUING INSURER	(S), AUTI	IORIZED
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Tab I – Additional Forms

Acknowledgement of Addenda

	c County Water Authority ernmental Auditing Services		RFP Number 2020-6
			Page 21 of 24
ACF	KNOWLEDGEMENT OF A	DDENDA	
INS	TRUCTIONS: Complete Part	I or Part II, whichever is applicab	ble
Part	<u>I:</u>		
The RFP		of issue for each addendum rece	ived in connection with the
	Addendum Number 1	Dated June 3, 2020	
	Addendum Number 2	Dated_June 15, 2020	
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Part	11		
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Drug-Free Workplace

Lake County Water Authority Governmental Auditing Services

RFP Number 2020-6 Page 24 of 24

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Drug-free Workplace Program Requirements: Pursuant to Section 287.087, Florida Statutes, whenever two or more RFPs which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the person's or entity's
 policy of maintaining a drug-free workplace, available drug counseling, rehabilitation,
 employee assistance programs, and the penalties that may be imposed upon employees for
 drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under RFP, a copy of the statement specified in subsection A (above).
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or services that are under RFP, solicitation, or contract, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere and violation of Chapter 893 or any controlled substance law of the United States or any state, or a violation occurring in the workplace, no later than five days after such conviction.
- Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The undersigned hereby certifies that the business named below has implemented and maintains a Drug-free Workplace Program in compliance with the requirements of Section 287.087, Florida Statutes.

Entity Name: MSL, P.A.

Date: June 17, 2020

Printed Name: Joel Knopp

Authorized Signature:

Note: If your business meets the requirements of Section 287.087, Florida Statutes, complete this form.

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