


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: January 27, 2015

RE: Approval of Contract Renewal with
Moore Stephens Lovelace, P.A. for
External Auditing Services
Contract No. 000841

Board approval is requested for the first renewal of the referenced contract with Moore Stephens Lovelace, P.A., (Moore Stephens) in the amount of \$79,500.00 to perform an annual audit examination of the Authority's financial statements. This amount is in accordance with the Fee Schedule included in the original contract. The renewal period will be from March 1, 2015, to February 28, 2016.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Lisa Lumbar, Interim CFO
Contract File

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000841

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of February, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Moore Stephens Lovelace, P.A., hereinafter called the "Auditor".

WITNESSETH

WHEREAS, the Authority and the Auditor entered into a Contract Agreement (the "Original Agreement") dated January 25, 2012, (with an extension of the Contract term to February 28, 2015) whereby the Authority retained the Auditor to perform External Auditing Services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Auditor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Auditor agree to a first renewal of said Original Agreement beginning the 1st day of March, 2015, and ending the 28th day of February, 2016, at the cost of \$79,500.00, which amount restates the amount of the Original Agreement.

Auditor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending February 28, 2015, the Auditor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending February 28, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

MOORE STEPHENS LOVELACE, P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

December 31, 2014

Mr. Daniel J. O'Keefe, CPA, MBA, CFE
Moore Stephens Lovelace P.A.
1201 South Orlando Avenue, Suite 400
Winter Park, Florida 32789

Re: External Auditing Services
Contract No. 000841

Dear Mr. O'Keefe:

This letter will serve as an extension of the Contract term to February 28, 2015, with no increase in the Contract amount. All other terms and conditions of the Contract and any additions or amendments thereto remain in full force and effect.

If you have any questions you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Claude Miller
Director of Procurement

cc: Lisa Lumbard, Interim CFO

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
MOORE STEPHENS LOVELACE P.A.**

EXTERNAL AUDITING SERVICES

CONTRACT NO. 000841

CONTRACT DATE: JANUARY 25, 2012

CONTRACT AMOUNT: \$238,500.00



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATIONS,
TECHNICAL PROPOSAL, AND FEE SCHEDULE**

FOR

EXTERNAL AUDITING SERVICES

CONTRACT NO. 000841

January 2012

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
R. Scott Batterson, P.E., Member**

Interim Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
CONTRACT	1- 13
SCOPE OF SERVICES	SS-1 to SS-9
METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-47
FEE SCHEDULE	FS-1

CONTRACT

This Contract No. 000841 (the "Contract" as defined herein below), is made this 25th day of January, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and MOORE STEPHENS LOVELACE, P.A., 1201 South Orlando Avenue, Suite 400, Winter Park, Florida 32789, hereinafter the AUDITOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of an auditor to perform external auditing services and related tasks as may be assigned to the auditor by the AUTHORITY and identified as Contract No. 000841; and,

WHEREAS, on or about October 10, 2011, the AUTHORITY issued a Request for Proposals seeking qualified auditors to perform such tasks; and,

WHEREAS, AUDITOR was the successful one of eight qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing external auditing services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the AUDITOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by AUDITOR, and
- 1.5 The Fee Schedule submitted by AUDITOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the AUDITOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the AUDITOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 30 days' notice for convenience or 45 days with cure notice for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs

unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the AUDITOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If the AUDITOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from the AUDITOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the AUDITOR's default (including the costs of completing Contract performance) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, AUDITOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit AUDITOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due AUDITOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$238,500.00

3.2 AUTHORITY agrees to pay AUDITOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the AUDITOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by AUDITOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by AUDITOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the AUDITOR or any subcontractor. By submitting a response to the Request for Proposal, AUDITOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and AUDITOR refuses such access or review, AUDITOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of AUDITOR. These provisions shall not be limited in any manner by the existence of any AUDITOR claims or pending litigation relating to the Contract. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subcontractor of another AUDITOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the AUDITOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The AUDITOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the AUDITOR and any or all subcontractors to support the compensation paid the AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the AUDITOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in

conformity with the Contract, the AUDITOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the AUDITOR shall be adjusted for audit results.

AUDITOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, AUDITOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services

6. AUDITOR INSURANCE

AUDITOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. AUDITOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by AUDITOR under this Agreement.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for

commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. AUDITOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by AUDITOR hereunder, AUDITOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit AUDITOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to AUDITOR's policies shall be excess insurance, not contributory.

If AUDITOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at AUDITOR's expense and deduct such costs from AUDITOR payments.

7. AUDITOR RESPONSIBILITY

AUDITOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom AUDITOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. HOLD HARMLESS AND INDEMNIFICATION OF AUTHORITY

The AUDITOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the AUTHORITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property and alleged to be caused in whole or in part by AUDITOR, its agents, employees, partners, or subcontractors, provided, however,

that the AUDITOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the AUTHORITY.

Further, the AUDITOR shall fully indemnify, defend, and hold harmless the AUTHORITY from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a misuse or modification of AUDITOR 's products or an operation or use of AUDITOR 's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the AUDITOR's opinion is likely to become the subject of such a suit, the AUDITOR may at its sole expense procure for the AUTHORITY the right to continue using the product or to modify it to become non-infringing. If the AUDITOR is not reasonably able to modify or otherwise secure the AUDITOR the right to continue using the product, the AUDITOR shall remove the product and refund the AUTHORITY the amounts paid in excess of a reasonable rental for past use. The AUTHORITY shall not be liable for any royalties.

The AUDITOR 's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the AUTHORITY giving the AUDITOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at AUDITOR 's sole expense. The AUDITOR shall not be liable for any cost, expense, or compromise insured or made by the AUTHORITY in any legal action without the AUDITOR's prior written consent, which shall not be unreasonably withheld.

For all claims against the AUDITOR under this Contract, and regardless of the basis on which the claim is made, the AUDITOR's liability under this Contract as amended for direct damages shall be limited to the greater of \$100,000, the dollar amount of this Contract as amended, or two times the charges rendered by the AUDITOR under this Contract as amended. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this Contract.

Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The AUTHORITY may, in addition to other remedies available to them at law or equity and upon notice to the AUDITOR, retain such monies from amounts due AUDITOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The AUTHORITY may set off any liability or other obligation of the AUDITOR or its affiliates to the AUTHORITY against any payments due the AUDITOR under any contract with the AUTHORITY.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by

AUDITOR in conjunction with this Contract (including without limitation AUDITOR Records and Proposal Records, if and as applicable), AUDITOR shall immediately notify the AUTHORITY. Thereafter, AUDITOR shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct AUDITOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by AUDITOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

AUDITOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property, without first notifying AUTHORITY and securing its consent in writing.

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the AUDITOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by AUDITOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

AUDITOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the AUDITOR, to solicit or secure this Contract, and that AUDITOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

AUDITOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. AUDITOR acknowledges that it has read the Ethics Policy and, to the extent applicable, AUDITOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, AUDITOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

AUDITOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

13. NONDISCRIMINATION

AUDITOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the AUDITOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY's sole and absolute discretion. Any attempt by AUDITOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, AUDITOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the AUDITOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the AUDITOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the AUDITOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the AUDITOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

15. DISPUTES

All services shall be performed by the AUDITOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are

required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or AUDITOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for AUDITOR to be the prevailing party, AUDITOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay AUDITOR for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

AUDITOR acknowledges that no employment relationship exists between AUTHORITY and AUDITOR or AUDITOR's employees. AUDITOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. AUDITOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

AUDITOR shall conduct no act or omission that would lead AUDITOR's employees or any legal tribunal or regulatory agency to believe or conclude that AUDITOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If AUDITOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, AUDITOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The AUDITOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of AUDITOR who performed work under the Contract; and

23.2 AUDITOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

24. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by United States mail, postage prepaid, and registered as follows:

Authority: Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Chief Financial Officer

Auditor: Moore Stephens Lovelace P.A.
1201 South Orlando Avenue, Suite 400
Winter Park, Florida 32789
Attn: Dan O'Keefe, CPA, MBA, CFE

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on January 25, 2012.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: Claude Miller
Director of Procurement

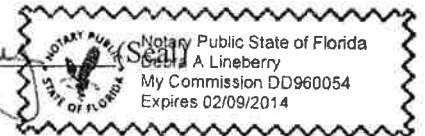
Print Name: Claude Miller

Date: 2/28/12

MOORE STEPHENS LOVELACE P.A.

By: Dan J. O'Neil
Shareholder / Owner
Title

ATTEST: Debra Lineberry



DATE: 01-27-2012

Approved as to form and execution, only.

Joseph J. Iacintore
General Counsel for the AUTHORITY

EXTERNAL AUDITING SERVICES

SCOPE OF SERVICES

1.0 Description

The Auditor shall provide auditing services to the Authority as required by this Scope of Services including Attachments A, B and C hereto. The Auditor shall implement an audit plan approved by the Authority and complete its audit field work to ensure the issuance of the Annual Financial Report by September 30th of each respective year. Subject to such notification, the Management Letter shall also be completed by September 30th of each respective year and shall include management's responses to the comments. The Management Letter shall be included in and bound with the Annual Financial Report.

2.0 Annual Independent Audit Requirements

- The audit shall be a financial audit as defined in Section 11.45(1)(c) of Florida Statutes comprising the Annual Financial Report including the general purpose financial statements and certain supplementary financial data. The Authority also produces a Comprehensive Annual Financial Report (CAFR), which is subject to review and includes the audited financial statements.
- Annual financial and compliance audit of all Federal and State grant-in-aid programs in accordance with OMB Circular A-133 and the Single Audit Act of 1984, as amended, if applicable under requirements of OMB Circular A-133.
- Annual compliance attestation of State grants and aids appropriations to the extent required by Chapter 10.550, Rules of the Auditor General.
- Annual Management Letter as defined by Auditor General Rule 10.554(1)(i). The Management Letter must also include a statement in accordance with Sections 218.39(4), Florida Statutes.
- A separate audit and report of the Schedule of Reimbursable costs to the Florida Department of Transportation (FDOT).
- Separate opinion letters for the CAFR and the annual financial report.
- A Federal and State Single Audit may be required for each audit year.
- Any other required reports under statute of GAAP.

3.0 Performance Specifications and Reports

- A. In performing the Annual Independent Audit and services pursuant to the Contract, the Auditor shall, where applicable, adhere to:
 - 1. "Generally Accepted Auditing Standards" applicable to governmental units, as promulgated by the AICPA.

2. Governmental Accounting Standards promulgated by the GASB. GAO standards, regulations and guidelines applicable in the State of Florida, and will conduct the audit in accordance with these requirements existing, or as may be pronounced during the period or term of this audit engagement.
 3. Federal and State statutes, reporting requirements under both the Single Audit Act of 1984 and OMB Circular A-133.
- B. The audit report shall contain:
1. Opinion of the Auditor on the general purpose financial statements.
 2. Report on internal control.
 3. Reports on compliance with laws and regulations.
 4. Report on compliance with bond covenants.
 5. An "in relation to" opinion on supplementary schedules.
 6. Any other report required by General Accounting and Auditing Standards (GAAS).
- C. Review of the system of internal accounting control and internal administrative control to the extent required by generally accepted auditing standards and requirements of the Single Audit Act.
- D. Fulfill requirements of Section 10.556 and 10.557 of the Rules of the Auditor General, including:
1. Preparation of Annual Financial Audit Report.
 2. Preparation of Single Audit Report and other necessary Federal and State Reports, as needed.
- E. A final and complete report of the audit shall be submitted to the members of the Authority's Audit Committee no later than September 30th of each succeeding fiscal year, subject to the event of notification as may be specified elsewhere. The report shall also be presented to the Authority's Governing Board.
- F. Submission of the previously mentioned Management Letter, which shall include applicable comments regarding internal control and compliance matters as well as disclosures required by the Auditor General. The final Management Letter to the Authority shall include responses to such comments.
- G. The Auditor shall format, process, and reproduce 30 hard copies of the Annual Financial Report, 5 hard copies of the Single Audit Report, 5 hard copies of the Schedule of Reimbursable Costs, as well as provide an electronic copy, suitable for publication.
- H. The Auditor shall upon reasonable written notice and without charge, make available its work papers to any Federal or State agency in accordance with Federal and State Law Regulations and Attachment B

hereto. The Auditor shall cooperate with any successor auditor appointed by the Authority in accordance with applicable laws, regulations and professional standards.

- I. Auditor shall attend all Audit Committee meetings as requested for no additional fee.

4.0 Other Services

- A. Additional auditing services that may be required include the preparation of special reports for financing purposes, as determined by the Chief Financial Officer, or litigation support as determined by the Authority's General Counsel.
- B. Any other additional audit work is limited to an annual fee cap of no more than 25% of the annual audit contract. Such work may arise from changes in GAAP, GAAS, Federal requirements, or client imposed scope changes and must be approved by the Chief Financial Officer.
- C. For items A and B above, the Authority will request engagement letters as the need arises.
- D. If any major department activity, or fund presently operated by the Authority is transferred to another agency or authority, or a new major activity, department or fund is added to the responsibility of the Authority (and subject to audit under the terms of the Contract), the annual fee provided for shall be increased or decreased after re-negotiation for such change, the same being agreed to in writing, by the Authority and the Auditor.
- E. The Auditor acknowledges the Authority has and will continue to issue revenue bonds. As a result of issuance of such bonds, the Authority is subject to Section 10B (referred to as the "fraud provisions") of Securities Act of 1933. Should additional legislation be passed subjecting the Authority to any other Federal or State securities laws, the Contract may be renegotiated to address the additional amount of work required by the Securities Reporting Provisions. The Auditor agrees that should such legislation be passed, the Auditor will meet all conditions imposed by the AICPA relative to firms practicing in the SEC Practice Section.

5.0 Internal Assistance

- A. The Authority staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations. The Finance Department staff will do the preparation of trial balances. Any information provided will be in the format maintained by the Authority. Any additional or reformatted schedules will be the responsibility of the Auditor.
- B. The Authority will provide the Auditor with reasonable workspace, desks and chairs. The Auditor will also be provided with access to telephones, photocopying facilities and FAX machines.

Attachment A

LIMITATIONS OF THE AUDITING PROCESS

The objective of an audit is the expression of our opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The Authority's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards ("GAAS") are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Authority) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133 and the Florida Single Audit Act, the Authority's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate Authority representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.

If, for any reason, the Auditor is unable to complete the audits, or is unable to form or has not formed an opinion on the basic financial statements, the Auditor may decline to express an opinion or decline to issue a report as a result of the engagement.

RESPONSIBILITIES AS TO INTERNAL CONTROLS

As a part of the audits, the Auditor will consider the Authority's internal control structure, as required by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, sufficient to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion concerning the basic financial statements. The Authority recognizes that the

basic financial statements and the establishment and maintenance of an effective internal control over financial reporting are the responsibility of management. The Authority also recognizes that management is responsible for identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, fraud, or illegal acts. An audit is not designed to provide assurance on internal control. As part of the Auditor's consideration of the Authority's internal control structure, however, the AUDITOR will inform appropriate Authority representatives of reportable conditions and other matters that come to the Auditor's attention that represent significant deficiencies in the design or operation of the internal control structure, if any, as required by OMB Circular A-133.

As required by OMB Circular A-133, the Auditor will perform tests of controls to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to OMB Circular A-133.

The Authority is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting the Authority involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Authority management is also responsible for informing the Auditor of knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, regulators, or others.

RESPONSIBILITIES AS TO COMPLIANCE

The Authority's audits will be conducted in accordance with the standards referred to in the Contract. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, the Auditor will perform tests of the Authority's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion in the Auditor's report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that the Auditor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. The Auditor's procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect of each of the Authority's major programs. The purpose of those procedures will be to express an opinion on the

Authority's compliance with requirements applicable to major programs in the Auditor's report on compliance issued pursuant to OMB Circular A-133.

REPRESENTATION FROM MANAGEMENT

Management is responsible for the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America, for making all financial records and related information available to the Auditor, and for identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities. Management is also responsible for adjusting the financial statements to correct material misstatements. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on prior audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be made available to the Auditor during the course of the engagement. Management, at the conclusion of the engagement, will provide to the Auditor a representation letter that, among other things, addresses these matters and confirms certain representations made during the audit, including, to the best of their knowledge and belief, the absence of fraud involving management or those employees who have significant roles in the Authority's internal control, or others where it could have a material effect on the basic financial statements. The representation letter will also affirm to the Auditor that management believes that the effects of any uncorrected misstatements aggregated pertaining to the current year financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Auditor will rely on the Authority's management providing these representations, both in the planning and performance of the audit, and in considering the fees that the Auditor will charge to perform the audit.

ACCESS TO WORKING PAPERS

The working papers for the engagement are the property of Auditor and constitute confidential information. Except as discussed below, any requests for access to the Auditor's working papers will be discussed with Authority Management prior to making them available to requesting parties.

The Auditor, as well as all other major accounting firms, participates in a "peer review" program, covering audit and accounting practices. This program requires that once every three years the Auditor is to subject its quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of the Auditor's work. It is possible that the work the Auditor performs for the Authority may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If the Authority objects to having the work done by the Auditor subjected to peer review, the Authority is to notify the Auditor in writing.

USE OF THIRD PARTY SERVICE PROVIDERS

Auditor may from time to time, and depending on the circumstances, use third-party service providers in serving the Authority. Auditor may share confidential information about the Authority with these service providers, but will remain committed to maintaining the confidentiality and security of information. Accordingly, the Auditor maintains internal policies, procedures and safeguards to protect the confidentiality of the Authority's information. In addition, the Auditor will secure confidentiality agreements with all service providers to maintain the confidentiality of the Authority's information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of confidential information to others. In the event that the Auditor is unable to secure an appropriate confidentiality agreement, the Authority will be asked to provide its consent prior to the sharing of your confidential information with the third-part service provider. Furthermore, the Auditor will remain responsible for the work provided by any such third-party service providers.

Attachment B

AUDITOR ASSOCIATION WITH FINANCIAL STATEMENTS

The Authority agrees not to publish the audited financial statements, and the Auditor's report thereon, in a misleading manner, and further agrees that the Auditor's report shall accompany any publication of said financial statements by the Authority. Provided the Auditor is not considered associated with an official statement, the financial statements issued under the Contract may be used for any lawful purpose of the Authority without the Auditor's consent. However, should the Auditor become associated with an official statement, the Auditor is required by auditing standards generally accepted in the United States of America to perform certain procedures related to the offering document. These procedures, if applicable, will be subject to written arrangements and fees under this contract. If not associated with the official statement, the Auditor will not have performed, since the date of the Auditor's report, any procedures on the financial statements addressed in that report. Further, the Auditor will not have performed any procedures relating to the official statement for which the Auditor is not associated.

The Auditor will be considered associated with an official statement if (a) the Auditor assists in preparing financial information included in the official statement, (b) the Authority requests the Auditor to review a draft of the official statement, (c) the Auditor provides an original manual signature on the Auditor's report included in the official statement, (d) the Auditor is asked to provide a revised Auditor's report for inclusion in a specific official statement, (e) the Auditor issues a comfort letter or a letter described in SAS No. 72, *Letters for Underwriters and Certain Other Requesting Parties*, as amended, or an attestation engagement report in lieu of a comfort or similar letter on information included in the official statement, (e) the Auditor provides written agreement for use of the Auditor's report in the official statement (consent letter) or (f) the Auditor issues an attestation report related to the debt offering.

Attachment C

PREPARATION OF FINANCIAL STATEMENTS

As part of this Contract, Auditor shall produce the financial statements and note disclosures that the Authority prepares. Management of the Authority is responsible for the financial statements and note disclosures. In management's representation to Auditor, management will be asked to acknowledge Auditor's role in this regard, and management's review, approval, and responsibility for the financial statements and note disclosures. Further, management is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

End of Scope of Services

METHOD OF COMPENSATION EXTERNAL AUDITING SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Auditor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Auditor will be paid a portion of the lump sum fee shown in the Fee Schedule for the annual auditing services based on the percentage of completion. The Auditor shall have a documented invoice procedure.

Additional services performed shall be compensated based on the hourly rates contained in the Fee Schedule, or in a lump sum amount mutually agreed upon. Additional services will be billed to the Authority separately from its Annual Independent Audit billing.

3.0 METHOD OF COMPENSATION

- 3.1 The Auditor shall prepare and forward invoices to the Authority's Accounts Payable Department. The invoice shall include a breakdown of the work performed by the Auditor to verify the amount being requested for payment.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Auditor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.
- 3.3 Auditor shall receive and accept the compensation and payment provided in its Fee Schedule and the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Auditor in the Scope of Services.
- 3.4 The Auditor shall promptly pay all sub consultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 If the Auditor elects to receive direct deposit of payments from the Authority, the Authority will provide the Auditor with the necessary Automatic Deposit Authorization Agreement form.

- 3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Auditor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Auditor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Chief Financial Officer, with the approval of the Auditor, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Auditor.

5.0 PROJECT CLOSEOUT

Final Audit: The Auditor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Auditor and any or all subcontractors to support the compensation paid the Auditor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Auditor under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Auditor agrees that such amounts are due to the Authority upon demand. Final payment to the Auditor shall be adjusted for audit results.

END OF SECTION



TRANSMITTAL LETTER

October 28, 2011

Board of Directors
Orlando-Orange County Expressway Authority

Re: Request for Proposals to Provide External Auditing Services
Contract No. 000841

Dear Board of Directors:

The team of Moore Stephens Lovelace, P.A. ("MSL") and Harvey, Covington and Thomas, LLC. ("HCT"), (collectively, "the Team"), sincerely appreciate this wonderful privilege and opportunity to provide you with our credentials and capabilities to provide financial auditing services to the Orlando-Orange County Expressway Authority (the "Authority"). We have an outstanding team of governmental audit specialists with substantial experience in auditing Florida local governments. This team possesses the necessary prerequisite qualifications and experience to serve as your auditors. Our goal is very simple, to provide the Authority with the highest quality, most responsive service with our best people.

MSL is a Florida corporation that has been in business for over **37 years**. MSL's home office has been in Orange County the entire 37 years. During this time, we have grown to be one of the largest independently owned and operated certified public accounting firms in the Southeast. We are a nationally recognized CPA firm, serving clients in more than 20 states and 8 countries. **MSL is owned by a group of 10 shareholders, many of whom are nationally recognized specialists in their field of practice.** We consider our Firm a shining example of a successful "small business" that we often hear is the backbone of the economy, both locally and nationally. We have 47 employees in our Winter Park Office, the majority of whom reside in Orange County. We literally have a vested interest in seeing the successful operation of the Authority because the Authority's roadways are ours.

While we are proud to call Orange County our home, we don't expect the Authority to engage us as external auditors for this reason alone. Our firm is more than qualified to perform all of the services that the Authority needs. Our response will clearly show that we have the capabilities to provide the best service possible to the Authority utilizing a firm that is **headquartered** in Orange County.

Our firm has one of the largest government audit practices in central Florida. Our clients include the Greater Orlando Aviation Authority, Osceola and Seminole Counties, TOHO Water Authority, Metroplan Orlando, the City of Sanford and many others. In addition, as part of the Osceola County engagement we perform the audit of the Osceola Parkway; we are also the current auditors of the Miami Dade Expressway Authority. All of this is a clear indicator that we deal with road construction projects, toll collections, and various other aspects of the Authority's activities on a regular basis.

A philosophy of our company is to emphasize the importance of staying current with changes to the accounting and auditing profession. We not only stay current, but we are proactive in participating with standard setting and rule making bodies. **Dan O'Keefe**, who would be the Authority's engagement shareholder, recently served on the AICPA State and Local Government Expert Panel. The purpose of this group is to identify state and local government financial reporting and auditing issues and to work with appropriate bodies for resolutions benefiting the public interest. This has given Dan and, thus, the Authority access directly to the standard setters such as GASB, GAO and OMB. In addition, Dan continues to be actively involved with AICPA, FGFOA and other governmental related organizations.

Another important aspect of our firm's commitment to growing and staying current is our commitment to Information Technology. MSL realized a long time ago that the audit environment is dominated by technology and that we needed to commit the appropriate resources to this area. To that end we created **MSL Technologies**, the IT arm of our audit team. **MSL Technologies** provides the most unique approach to the evaluation of our clients IT processes. We utilize IT experts to evaluate IT from a technology perspective, not an accountant evaluating IT. We incorporate this group into our team so that the



technology side is properly evaluated, while a seasoned auditor works with this group to determine how this information will be utilized in the audit process. We believe this separates us from all other audit firms because we use a team of two specialists to analyze our clients IT processes to ensure that the proper audit approach is taken in this area.

A common myth in the financial sector is that you get additional value in the financial markets when using national firms as your auditors. The rating agencies, the American Institute of CPAs ("AICPA") and the Government Accountability Office have all gone on record saying there is no difference in reports issued by firms in good standing, regardless of size. We currently audit governmental entities with outstanding publicly traded debt ranging from \$2 million to \$2 billion dollars. Our firm is in good standing and our last peer review report received was a clean opinion, as you will note in this response.

Being a small company ourselves, we understand the importance of helping other small companies succeed. Therefore, while not a requirement to utilize a minority/women business enterprise ("M/WBE"), we have chosen to use one as part of our engagement team because we believe in the value of cultivating the small business community in Orange County. We have selected **Harvey, Covington & Thomas, LLC ("HCT")** as our M/WBE partner on this engagement. HCT has been performing the practice of public accounting and providing CPA services for more than **12 years**. HCT has 15 professionals assigned to its governmental and not-for-profit audit department. This group will supply the M/WBE staffing to support MSL as the lead firm on this engagement. MSL and HCT have partnered together on other engagements, and our familiarity with each other's procedures will help to ensure that the process runs smoothly. MSL will be ultimately responsible for all services provided to the Authority.

Finally, we want to assure you that a transition to our Firm will not be a hardship on your operations. To facilitate a smooth transition, we will begin gathering financial and system information about the Authority as we perform the quarterly reviews. We encourage you to contact clients who have transitioned to MSL from other firms about their experience. One advantage we have over other firms is that all decision makers are local. We will identify any key accounting and auditing issues early on and resolve them accordingly. We will not wait until the last minute to bring important matters to your attention, and we can be to your offices within 20 minutes.

We fully recognize the significance of this opportunity to serve the Authority. We have committed our very best people to your engagement, and we promise that we can be a valuable resource to your organization. As Engagement Shareholder, I am authorized to legally bind the Team. All notifications from the Authority should be sent to my attention at the contact information below.

Sincerely,

Daniel J. O'Keefe, CPA, MBA, CFE
Engagement Shareholder
Moore Stephens Lovelace P.A.
1201 S. Orlando Avenue Suite 400
Winter Park, FL 32789
T: 407-740-5400, extension 1158
F: (407) 740-0012
dokeefe@mslcpa.com



A. EXECUTIVE SUMMARY

Firm Capabilities

We have assembled an outstanding team of governmental audit specialists with substantial experience in auditing Florida local governments. This team possesses the necessary prerequisite qualifications and experience to serve as your auditors. Our goal is very simple, to provide the Authority with the highest quality, most responsive service with our best people.

We have specialized practice groups in the areas of **governmental/public sector**, not-for-profit, healthcare and clinical consulting, SEC/corporate finance, employee benefit plans, and fraud examination. The Firm's professionals combine extensive technical competence and industry experience with proactive and innovative thought to assist clients in improving their businesses. We continue to be one of the top 5 firms in the state of Florida with a dedicated, statewide governmental practice. Our governmental practice group is headed by **Dan O'Keefe**, your Engagement Shareholder. One of MSL's long-range goals is to have the top governmental practice in the state of Florida. MSL's governmental practice is one of the Firm's four cornerstones. Many firms use their governmental practice as filler work. At MSL, our governmental practice is one of our premier practice groups.

Our engagements are enhanced through our Firm's association with Moore Stephens. Moore Stephens North America, Inc. and Moore Stephens International Limited are associations of independently owned and operated accounting firms and correspondents with a combined strength of more than 21,200 partners and employees, and 645 offices in 98 countries. In size, reputation, and longevity, Moore Stephens is one of the largest accounting and consulting organizations in the world.

MSL is committed to the governmental sector. This sector is unique with specialized accounting, reporting and auditing requirements. Our Governmental Practice Group is made up of 30 individuals who work exclusively, or almost exclusively, in the governmental sector. This gives us the ability to draw staff, as needed, to address all of our clients' needs. Our governmental practice accounts for a significant portion of our Firm's revenues.

Members of our Firm are proactive with regard to accounting, auditing and regulatory requirements that impact the Florida governmental sector. **Dan O'Keefe** has served on the AICPA State and Local Government Expert Panel, which is made up of 14 governmental specialists nationwide. He was the only committee member who practiced in the state of Florida during his term. While serving on this committee, he had direct access to key members of the AICPA's Governmental Audit Quality Center ("GAQC"), the Governmental Accounting Standards Board ("GASB"), the Government Accounting Office ("GAO"), and various other federal agencies. Our Firm has a good relationship with key state agencies, such as the Florida Auditor General. We have worked in concert with the Florida Auditor General on many issues impacting Florida governments. **Dan O'Keefe authored the Florida Single Audit Act and worked with the Florida Auditor General and the Florida Institute of CPAs to get it passed.** As technical issues arise, we are able to provide rapid feedback by going directly to the source.

We are big believers in keeping our staff and clients up to date on key auditing and accounting issues. We provide between 16 - 24 hours of continuing professional education to our clients each year. All of our governmental clients are invited at no cost to them. The governmental accounting and auditing environment is ever changing. You need a firm that keeps its finger on the pulse of regulatory and standard-setting bodies to meet these complex challenges.

Audit Approach

Overall, we will follow a risk-based audit approach, which is mandated under Statements of Auditing Standards (SAS) Nos. 104-111. In our planning process, we will identify the risks of significant accounts and transactions related to the financial statements and plan our audit procedures to properly address those risks at the financial statement assertion level.

Our approach will be a positive approach, which maximizes the efficiency and effectiveness of the audit. Our audit programs will be "tailor-made" for the Authority, which will enhance our ability to provide quality professional services and to produce results that are qualitative in nature. Our specific audit procedures are principally oriented toward determining that the information presented in the financial statements is properly stated including the related disclosures. Included in this process will be an evaluation of the Authority's internal controls to determine that they are actually functioning as planned to ensure the final accounting results are, in fact, sufficiently reliable and accurate to support the expression of a favorable audit opinion.



To accomplish this, MSL has invested a substantial amount of resources in developing a state-of-the-art audit platform that is 100% electronic, paperless, and full of audit tools readily available to our professional staff. Our system is maintained 24/7 by dedicated information technology specialists. Our central file room can be accessed from anywhere in the world using the Firm's laptops assigned to professional staff.

Audit Standards

We have read Exhibit A of the RFP "Scope of Services." We understand and will ensure that our audit of the Authority will meet all the requirements of that section, including all of the reports required under governmental auditing standards, as well as the rules of the Auditor General.

Procedural Approach

Our primary function will be to gather competent evidential matter which corroborates the assertions made by management in the financial statements. We will utilize the follow techniques to acquire evidence on which the expression of our opinion is based including but not limited to:

- *Examination/Inspection;*
- *Confirmation;*
- *Observation;*
- *Verification;*
- *Inquiry;*
- *Analytical Review; and*
- *Other procedures we deem appropriate to meet our professional standards to exceed the Authority's expectations.*

Another important aspect of our audit will be to test the Authority's compliance with significant financial and legal issues. We will utilize some or all of the above techniques to ensure that we can obtain sufficient audit evidence to issue our related report on compliance and other matters. Some of the compliance issues anticipated to be evaluated include but are not limited to:

- *Debt covenants*
- *Compliance with various state and federal laws*
- *Authority policies and procedures*
- *Contracts*
- *Federal and state grants*

Further detail on the audit approach is included in the subsequent sections of our response.

Firm's Independence

MSL is independent of Orlando-Orange County Expressway Authority and all of its component units, as defined by the U.S. General Accounting Office's *Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of Florida Board of Accountancy, Chapters 455 and 475.

Firm's Certification

Below is documentation from the Florida Board of Accountancy that our Firm is properly licensed to practice in Florida, qualified to perform governmental audits and in good standing.



AC# 4665811

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

SEQ# L09101200690

DATE	BATCH NUMBER	LICENSE NBR
10/12/2009	090182950	AD0031378

The ACCOUNTANCY CORPORATION

Named below IS LICENSED

Under the provisions of Chapter 473 FS.

Expiration date: DEC 31, 2011

MOORE STEPHENS LOVELACE, P.A.
1201 S. ORLANDO AVENUE, STE 400
ORLANDO FL 32789-7192

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY



B. APPROACH OF ENGAGEMENT

Description of Approach

As discussed in the Executive Summary above we will utilize a risk based audit approach in accordance with the appropriate audit standards. Key to the audit of the Authority will be to ensure that the IT processes are operating effectively. Therefore, we will incorporate MSL Technologies to support this analysis of the Authorities activities.

The following portion of our response is intended to give you an overview of the audit processes and procedures we anticipate incorporating to our audit while addressing all of the requirements of your RFP.

Information Technology – Toll System Analysis

We intend to evaluate the Authority's automated transponder transactions, toll by plate and cash collections processes from an IT perspective. The goal of this testing will be to evaluate that the systems are functioning as intended. Our evaluation will include evaluation of system security backup and disaster recovery. We will document the process from an IT perspective utilizing team members with specific qualifications in the IT area along with input from a seasoned auditor to ensure that these processes are properly evaluated from a financial statement audit perspective.

Utilization of Innovative Audit Techniques – Computer-Assisted Audit Techniques (CAATs)

To the extent possible, it is our policy to incorporate the use of CAATs in all phases of our audit. Our Firm understands the efficiencies and effectiveness derived with the proper use of these audit techniques. We have committed significant Firm resources to provide your audit team with the tools and training to use these techniques. Our Firm uses IDEA data mining software. This software enables us to take virtually any output file format from your financial reporting package and convert it into a usable data format for our staff to perform CAATs, such as:

- Comparison of employee and vendor address to identify employees who are also vendors
- Analyzing numerical sequences from large populations to identify missing or duplicate checks or invoices
- Sorting payments to identify transactions that fall just under financial control or contract limits
- Unexpected trends in the number of, or amounts of, payments to vendors
- Search for false employees by comparing the human resources database with the payroll system database

IDEA and all software systems utilized by our staff are used exclusively on our own computer hardware brought on-site during the audit. We do not, and will not, install or use any of our proprietary software systems on your hardware systems.

Improved Audit Process and Communication - COIN

COIN ("Client Online Intelligent Network") is a secure, web-based storage area that allows your auditors to post requests, and for your personnel to respond (most often via attachments). As needed, your staff can ask clarifying questions and submit requests/responses and reply to questions/answers. All documents are maintained in an easy-to-access website, reducing the need for large e-mails. COIN requests can be tracked by assigned individual, status, due date and complete date. Both client and audit management may easily monitor the progress and quickly address any issues in the audit information request/response process.

COIN offers clients improved efficiency, effectiveness, and auditor/client communication because it:

- Provides one place to post all information requests/responses, thus eliminating missing or repeated requests;
- Enables clients to ask questions regarding requests, the answers to which are automatically saved;
- Has the ability to allow client management to easily review completed responses before submission;
- Has the ability to display the status of all requests by status, due date, completion date, and assigned responder;





- Is accessible at all times, to both client and MSL personnel, from any web-connected computer;
- Uses an encrypted connection to send documents, avoiding shipping or faxing expenses and e-mail security risks.

The shareholders of MSL recognize the importance of improving audit efficiency, meeting client expectations, and performing our audits in compliance with professional and regulatory requirements. We believe our Firm is progressive in this area and, as other firms lag behind, we continue to manage and improve upon our systems and technology.

Sample Size Methodology and the Extent to Which Statistical Sampling is to be Used

Audit sampling is the application of an audit procedure to less than 100 percent of the items within an account balance or class of transactions for the purpose of evaluating some characteristic of the balance or class. Our auditors extensively use sampling procedures to obtain satisfactory audit evidence. Those sampling procedures routinely include statistical and non-statistical sampling based upon:

- the overall objective of the sample;
- the nature of the sample population;
- the nature of the item(s) being examined and the proposed outcome of the sample results;
- the sample size; and
- the significance of the anticipated results.

Ordinarily, the significant portions of the statistical sampling expected to be performed are identified at the onset of the engagement and are coordinated with the remaining auditing procedures to produce timely and efficient results.

We currently expect to perform the following types of statistical sampling:

- **Attribute Sampling** - To test the rate of deviation from a prescribed internal control procedure to determine whether planned reliance on that control is appropriate. In addition to tests of compliance with prescribed control procedures, attribute sampling will be used for certain substantive procedures to test for possible unrecorded transactions and for testing existing account balances.
- **Variable Sampling** - To reach a conclusion about the adequacy or reasonableness of an account balance.

We also expect to utilize these procedures to assess the propriety of conclusions reached in the overall financial statement presentation.

Type and Extent of Analytical Procedures to be Used

Analytical procedures are utilized in the planning, substantive, and wrap-up phases of all audits. The extent to which they are utilized is dependent upon the assessment made of where the significant audit risks are identified. In the planning stage, analytical testing is used as one of many methods to determine "what has happened" during the audit period. Generally, we will utilize comparisons to prior-year activities. In addition, to make the information useful in the planning stages, we implement this process at the financial statement level to give us an overall assessment of changes that have occurred. During the substantive testing phase of the engagement, we generally utilize analytical procedures on revenue and expenditure/expense accounts, including, when appropriate, comparisons to prior year, as well as to budget. We utilize analytical procedures, when reasonable, to compare to operational information; for example, comparing water production to related revenues and expenses with direct or inverse relationships. In the wrap-up phase of the audit, analytical testing is used to support the testing performed throughout the audit, as well as to determine that no significant changes occurred outside of our expectations. The full extent to which analytical procedures are utilized is based upon the auditor's professional judgment and the overall risk assessment results.

Approach to be Taken to Gain and Document an Understanding of the Authority's Internal Control Structure

While our overall audit objective is to perform procedures sufficient to enable us to express an opinion on your financial statements, other primary objectives must be met and appropriately satisfied. Initially, our preliminary audit activities are concentrated on obtaining and documenting our understanding of your control environment (the co-ordinate methods and measures adopted to safeguard your assets, check the accuracy and reliability of its accounting data, promote operational



efficiency, and encourage adherence to prescribed managerial policies). In other words, we review the systems in place by which management maintains information, protection, and control, which are vital to the successful operation of any financial operation. We also focus on any required control functions which are established to ensure compliance with federal, state, or local laws and regulations that are required and/or unique to your financial operation.

The next step is to develop a formal plan, or strategy, to meet the overall audit objectives. This usually involves reviewing prior year working papers and discussing specific aspects of the audit with your personnel.

Subsequently, we will determine the nature, extent and timing of the work to be performed and will develop a written audit program documenting specific instructions to be utilized by our auditors during the conduct of the audit.

After the formal audit plan is developed, we perform tests of the relevant internal control systems to determine compliance with your prescribed policies, procedures, laws and regulations, as applicable. Our procedures are also specifically designed to incorporate the requirements of the Single Audit Act of 1996, OMB Circular A-133, as amended, and the Rules of the Auditor General, as applicable.

To assist us in identifying specific areas subject to audit testing, we will use practice aids developed by the FICPA (Compliance Auditing in Florida), Office of Management and Budget (*Compliance Supplement for Single Audits of State and Local Governments*), and from information obtained from reviewing applicable Florida Statutes.

Typically, we will test for compliance with applicable laws and regulations simultaneously with testing for compliance with specific internal control systems to efficiently detect all potential problems in advance of our detailed testing procedures. These procedures are initially employed to assess the risk of relying on existing internal control systems and related procedures to determine the extent of substantive testing done after the balance sheet date. Additional procedures are generally limited to testing for compliance with specific and general conditions associated with any federal and/or state financial assistance programs to enable us to express assurance on the control systems and program compliance, as applicable.

The results of these tests are used to update our documented understanding of your internal control systems and to identify specific areas of your overall control environment which require additional audit attention. It is also our policy to communicate the results of our compliance testing to your management on a timely basis so that corrective actions can be implemented, if necessary, prior to the end of the audit.

Approach to be Taken in Determining Laws and Regulations that will be Subject to Audit Test Work

In accordance with Government Auditing Standards, we perform tests of compliance with laws and regulations in every governmental audit we perform. In addition, over 90% of our governmental clients require a single audit under federal and state regulations. As a result, we incorporate testing of controls over compliance requirements applicable to major federal programs and state projects as a normal segment of our audits.

MSL's governmental audit approach includes an evaluation of those laws and regulations that have a significant financial impact on our clients. We utilize various resources to evaluate legal compliance, including, but not limited to, review of debt agreements, Florida Statutes, Rules of the Auditor General, local Ordinances, as well as Authority policies and procedures. Our considerable experience working with Florida governmental entities gives us significant knowledge in this area. We take this knowledge and evaluate the specific issues relevant to our individual clients to ensure that we properly address those compliance issues that have a significant financial impact.

Some compliance areas currently identified as significant include:

- Bond covenants
- Federal and state grants (in years applicable)
- Authority purchasing policy and procedures
- Inter-local utility agreements
- Authority's investment policy
- Applicable Rules of the Florida Auditor General
- Other significant agreements



Approach to be Taken in Drawing Audit Samples for Purposed of Tests of Compliance

Audit sampling is also used extensively in our tests of compliance. We use statistical sampling and perform attribute testing to test both compliance and internal controls over compliance.

Examples of compliance areas that we will apply sampling strategies include:

- the selection of cash receipts postings to test for determination of compliance with related statutory requirements and utility rate schedules;
- the selection of cash disbursements and payroll transactions for compliance testing;
- the selection of debt payment transactions to test for timeliness of, and completeness of, payments to paying agents for debt costs and fiscal agent fees; and
- the selection of other transactions to determine compliance with laws and regulations.

Tentative Engagement Schedule

Orlando-Orange County Expressway Authority Tentative Schedule for Performing Key Audit Phases

Audit Phase and Tasks	Apr	May	Jun	Jul	Aug	Sep
<u>Planning phase</u>						
Planning discussions with financial management						
Understanding the Entity and Environment						
Develop audit plan						
Request Authority assistance and documentation needs						
Develop understanding of internal controls and systems						
<u>Interim test work phase</u>						
Perform tests of internal controls						
Perform information technology evaluation and follow-up						
Conduct risk assessments						
Determine major programs for Single Audit						
Review and finalize audit plan						
<u>Year end procedures phase</u>						
Perform preliminary analytical procedures						
Perform substantive tests of account balances						
Perform compliance testing of transaction classes						
Review subsequent events, contingencies and commitments						
Preliminary analytical reviews on financial statements						
Review preliminary results with financial management						
<u>Reporting phase</u>						
Perform final analytical procedures						
Review the financial statements						
Summarize results of compliance and substantive testing						
Hold audit exit conference with financial management						
Issue opinion letter and related/required reports (*)						
Report on results of the audit to the audit committee						
Report on results of the audit to the governing board						



Procedures in Monitoring and Communicating Audit Progress

As noted on Page 6, a key component in monitoring the audit progress will be the utilization of COIN. This system will allow both audit and Authority personnel to determine what has been requested and what items are still to be provided. COIN has a calendar feature which can track not only meeting dates but also audit deadlines.

Audit update meetings will be held on a regular basis. The number and schedule of meetings will be directed by the Authority. We have extensive government audit experience and have learned that some clients prefer a regular meeting schedule (weekly, monthly, etc.) and others prefer to only meet when there are significant audit issues to be discussed. Our goal is to make the audit process one that works for the Authority and keeps key personnel informed on the status of the audit. At a minimum, three meetings for the audit are recommended - one during the planning phase, one at the start of year end field work and a final exit conference.

Communication will occur on a regular basis. We believe effective communication is the best way to ensure that the audit process works smoothly and that there are no surprises. If audit issues arise, we will communicate them to the appropriate parties as soon as possible. We encourage communication not just during the audit but throughout the year. If an issue arises where we can provide appropriate feedback to staff, management or governance we encourage an open line of communication.

We will attend all audit committee meetings, as requested in the RFP. We will do our communications with the full Board at least twice - once at the start of the audit and then to submit the final report, unless directed otherwise.

Audit Comments

MSL's approach to audit comments is simple. Get it right! Our policies, plans, procedures and techniques for the development of comments are derived from the audit procedures performed and the applicable audit standards. When we identify a control deficiency or an area to improve the Authorities processes from an accounting or operational perspective, we will make sure that we get all the facts and circumstances correct before any formal audit comment is written. We first ensure, through inquiry of staff and management, that our assessment of a specific issue is correct and that we have considered all facts and circumstances, including any compensating controls or special operational considerations. In addition to validating our findings with Authority staff and management, our internal process ensures that the issue has been fully reviewed internally by all the key members of the audit team, including the engagement shareholder.

There are basically four methods for reporting audit comments determined through professional judgment based upon the applicable audit standards (AICPA, Yellow Book, Rules of the Auditor General, etc.). The methods are: verbal, reporting in the Auditor General Management Letter, reporting in the Report on Internal Controls, Compliance and Other Matters and, when applicable, included in the Schedule of Findings and Questioned Costs related to grants. Comments are written in "to the point," factual format. The comments generally contain four components: finding, cause, result and recommendation.

The key to ensuring a comment is proper, productive and useful to the Authority is to ensure that all of the information upon which the finding is based is properly evaluated and that the facts and circumstances are accurate.

Federal or State Desk Reviews

MSL has had no federal or state desk reviews or field reviews of our audits during the past three years. In addition, MSL has had no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

External Quality Control Review

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 American Institute of Certified Public Accountants. **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.

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 Florida Board of Accountancy.

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.**

Below is our most recent peer review report (for the period ended June 30, 2008), 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.



A Postlethwaite & Netterville Firm
A Member Firm of the American Institute of Certified Public Accountants
www.pnfirm.com

To the Shareholders of
Moore Stephens Lovelace, P.A.
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Moore Stephens Lovelace, P.A. (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2008. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to the non-SEC issuers of Moore Stephens Lovelace, P.A. in effect for the year ended June 30, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with applicable professional standards.

Postlethwaite & Netterville

Baton Rouge, Louisiana
November 12, 2008

8550 United Plaza Blvd, Suite 1001 • Baton Rouge, LA 70809 • Tel. 225.922.4600 • Fax 225.922.4611

Attachment to the Peer Review Report of Moore Stephens Lovelace, P.A.

Description of the Peer Review Process

Overview

Firms enrolled in the AICPA Center for Public Company Audit Firms (the Center) Peer Review Program have their system of quality control periodically reviewed by independent peers. These reviews are system and compliance oriented with the objective of evaluating whether:

The reviewed firm's system of quality control for its accounting and auditing practice applicable to non-SEC issuers has been designed to meet the requirements of the Quality Control Standards established by the AICPA.

The reviewed firm's quality control policies and procedures applicable to non-SEC issuers were being complied with to provide the firm with reasonable assurance of complying with professional standards.

A peer review is based on selective tests and directed at assessing whether the design of and compliance with the firm's system of quality control for its accounting and auditing practice applicable to non-SEC issuers provides the firm with reasonable, not absolute, assurance of complying with professional standards. Consequently a peer review on the firm's system of quality control is not intended to, and does not, provide assurance with respect to any individual engagement conducted by the firm or that none of the financial statements audited by the firm should be restated.

The Center's Peer Review Committee (PRC) establishes and maintains review standards. At regular meetings and through report evaluation task forces, the PRC considers each peer review, evaluates the reviewer's competence and performance, and examines every report, letter of comments, and accompanying response from the reviewed firm that states its corrective action plan before the peer review is finalized. The Center's staff plays a key role in overseeing the performance of peer reviews working closely with the peer review teams and the PRC.

Once the PRC accepts the peer review reports, letters of comments, and reviewed firms' responses, these documents are maintained in a file available to the public. In some situations, the public file also includes a signed undertaking by the firm agreeing to specific follow-up action requested by the PRC.

Firms that perform audits or play a substantial role in the audit of one or more SEC issuers, as defined by the Public Company Accounting Oversight Board (PCAOB), are required to be registered with and have their accounting and auditing practice applicable to SEC issuers inspected by the PCAOB. Therefore we did not review the firm's accounting and auditing practice applicable to SEC issuers.



Planning the Review for the Firm's Accounting and Auditing Practice Applicable to Non-SEC Issuers

To plan the review of Moore Stephens Lovelace, P.A., we obtained an understanding of (1) the nature and extent of the firm's accounting and auditing practice, and (2) the design of the firm's system of quality control sufficient to assess the inherent and control risks implicit in its practice. Inherent risks were assessed by obtaining an understanding of the firm's practice, such as the industries of its clients and other factors of complexity in serving those clients, and the organization of the firm's personnel into practice units. Control risks were assessed by obtaining an understanding of the design of the firm's system of quality control, including its audit methodology, and monitoring procedures. Assessing control risk is the process of evaluating the effectiveness of the reviewed firm's quality control system in preventing the performance of engagements that do not comply with professional standards.

Performing the Review for the Firm's Accounting and Auditing Practice Applicable to Non-SEC Issuers

Based on our assessment of the combined level of inherent and control risks, we identified practice units and selected engagements within those units to test for compliance with the firm's quality control system. The engagements selected for review included audits performed under the Government Auditing Standards and audits of Employee Benefit Plans. The engagements selected for review represented a cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagement reviews included examining working paper files and reports and interviewing engagement personnel.

The scope of the peer review also included examining selected administrative and personnel files to determine compliance with the firm's policies and procedures for the elements of quality control pertaining to independence, integrity, and objectivity; personnel management; and acceptance and continuance of clients and engagements. Prior to concluding the review, we reassessed the adequacy of scope and conducted a meeting with firm management to discuss our findings and recommendations.





Peer Review Program

April 9, 2009

William Miller Jr, CPA
Moore Stephens Lovelace, P.A.
14400 NW 77th Ct., Suite 306
Miami Lakes, FL 33016

Dear Mr. Miller:

It is my pleasure to notify you that on April 1, 2009, the Center Peer Review Committee accepted the report on the most recent peer review of your firm. The report will now be placed in the public files of the Center for Public Company Audit Firms. The due date for your next review is December 31, 2011. This is the date by which all review documents should be completed and submitted.

As you know, the reviewer's opinion was unmodified. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Robert Rohweder, Chair
CPCAF Peer Review Committee

cc: Candace E Wright, CPA

Firm Number: 10043494

Review Number: 268467

American Institute of Certified Public Accountants
220 Leigh Farm Road, Durham, NC 27707-8110 • (919) 402-4502 • (919) 402-4500 • fax (919) 419-4713 • www.aicpa.org
ISO Certified

1716232

American Council on Education



C. MANAGEMENT OF ENGAGEMENT

The sections below describe MSL processes for the various areas identified in section 3.1 (C) of the Authority's RFP.

In general, MSL ensures proper client services by evaluating both the clients which we propose on and our resources. The firm has a formal approval process that requires the proposed Engagement Shareholder to document various issues related to a proposal. These include such things as:

- Do we have the expertise to perform the engagement?
- Do we have the qualified resources?
- Have we properly evaluated the possible risks related to the client?

This form is submitted to the Firms Accounting and Audit ("A&A") Team Leader, an individual who is independent of the engagement. The A&A Team Leader evaluates the information on the form and also considers other firm commitments. Only upon approval of the A&A Team Leader may a proposal be submitted. This process is used by MSL to ensure that we have the proper resources to service clients at the highest level possible. That form was completed and approved for this RFP response.

Staffing Plan

The four cornerstones of MSL's industry practice are **governmental**, not-for-profit, healthcare, and SEC. Each one of these practice groups is made up of top specialists in their field.

The Governmental Practice Group at MSL, who are assigned to your audit, includes **Dan O'Keefe**, Shareholder-in-Charge, who serves as primary contact for public sector clients; **Bill Blend**, Principal, who is responsible for planning and overseeing audit procedures; **Joel Knopp**, Manager, who plan engagements and oversee the day-to-day fieldwork; and **Chris Ghosio**, IT Specialist, who performs IT audit services for the public sector. In addition, your team includes a supervisor, a senior, and a staff, all of whom devote over 90% of their time to working with our governmental clients. MSL has also included HCT (M/WBE Firm) to support this group. All staff assigned to our governmental engagements have multiple years working on governmental audits. More detailed information on your team's qualifications can be found in the **Assigned Auditor's Experience** section of this proposal. MSL also does annual training for all staff specific to areas related to governmental accounting and auditing. We believe that no firm has a stronger commitment to the government sector than we do.

We have provided a variety of other services to governmental entities, including consulting related to risk assessment for internal controls, fraud litigation, efficiency and cost studies, and policy reviews and monitoring. These services are another indication of our commitment to and knowledge of the governmental sector.

Organizational Chart

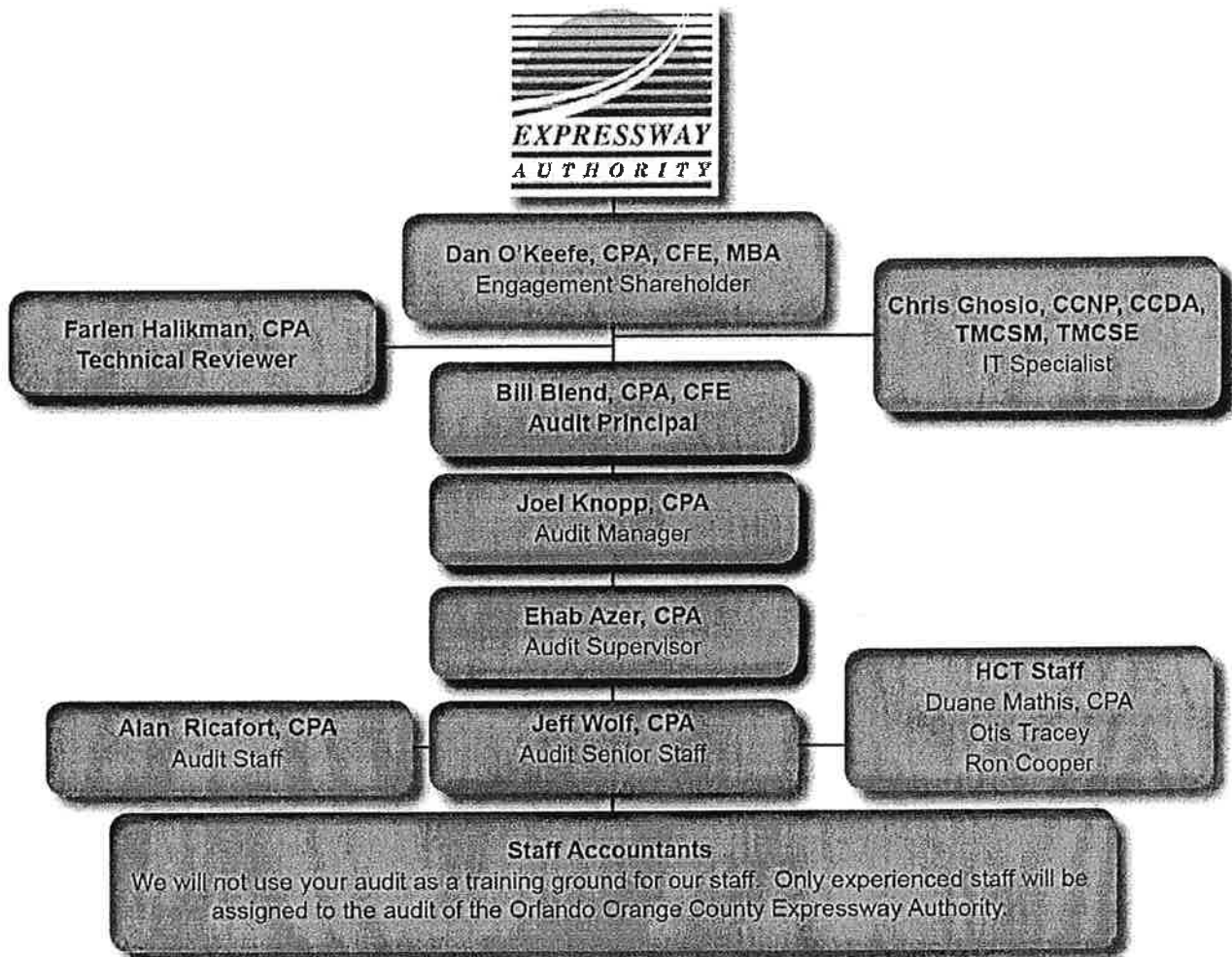
Our governmental practice accounts for a significant portion of our Firm's revenues. Governmental work is not filler work at MSL. Members of this group dedicate 90% of their time to working with governmental clients. It is in our clients and our best interest to have staff return to an engagement. We recognize the importance of staff continuity to both efficiency and effectiveness of the audit. Our turnover is significantly lower than average for firms of our size because we treat our staff like the professionals they are. They are our greatest asset. Approximately 25% of our personnel have been with MSL for more than ten years.

The most important issue to consider when comparing audit team qualifications is, who will actually be performing the work? With this in mind, MSL has assembled a unique group of highly qualified accounting professionals with 160 years of combined governmental experience. Our commitment to serve you is the driving force in forming the strongest possible team of professionals with governmental experience available in the state of Florida.

Our audit team will include two highly experienced shareholders, two highly experienced principals/managers, and several highly experienced support specialists and audit staff, all of whom have dedicated a substantial part of their professional careers working in the governmental sector. To ensure that you receive excellent service, you must have excellent professionals serving you.



Organizational Chart





Quality Control Program and Receipt of Information

For information on the Firm's Quality Control Program, including a copy of our most recent peer review reports see pages 11-14. The information below is additional information requiring our commitment to professional education

Continuing Professional Education

All members of the governmental audit staff of our Firm and audit team members assigned to this engagement, regardless of their individual roles of responsibility, are in compliance with the CPE requirements set forth in *Government Auditing Standards* ("GAGAS"), issued by the Comptroller General of the United States, as well as the requirements of the Florida Board of Accountancy. In addition, we are in compliance with the applicable provisions of the Florida Statutes that require CPAs to meet CPE requirements prior to proposing on governmental audit engagements.

It is our objective to provide our professional staff at least 50 hours of comprehensive CPE each year. This is accomplished by attending seminars throughout the United States and is reinforced through in-house training at our own MSL University firmwide training program. Our MSL University programs are often open to our clients at no charge, so you can also fulfill some of your CPE requirements throughout the year.



In addition to attending continuing education programs, several members of our professional staff have been recognized for their knowledge and expertise in our profession. Members of the audit team have taught governmental accounting and auditing for the AICPA, FICPA, FGFOA, GSCPA, GFOA, and GGFOA. Additionally, they have developed CPE sessions specific to client needs and have participated in the delivery of these sessions.

Dan O'Keefe is recognized as one of the top public sector instructors in the state of Florida and is also well-known on a national level. He has written numerous courses on various subjects related to governmental accounting and auditing. Years ago, he began a program for in-house training that allowed members of his firm to participate with clients in obtaining the most up-to-date information regarding governmental accounting and auditing. This program is offered to clients at no cost and allows for 16-24 hours of CPE during the year. Unique to this program is that clients host the courses at their locations, on a voluntary basis. This is another way we demonstrate our commitment to high-quality, personalized service.



D. M/WBE PARTICIPATION

At MSL, diversity is not just a slogan, it is a priority. We believe that by maintaining a diverse workforce, we create a more positive environment for employees, and we can also serve our clients better by understanding their diverse perspectives and needs. The Firm fosters a culture of community activism by encouraging employees at all levels to commit time to serve on committees and boards, or offer financial support to community organizations.

As evidence of MSL's commitment to diversity, 20% of our ownership groups (shareholders) are minorities or women. In addition, 45% of our management group (principals, directors, managers and supervisors) are women or minorities. At MSL diversity is our reality.

Bill Miller, the President of MSL and an African-American, continues the Firm's dedication to community and minority participation. **As the former Chairman of the Board for the Greater Orlando Aviation Authority (GOAA), Bill played an instrumental role in creating the M/WBE standards for the Central Florida community** (in a consortium with the Orange County School Board, Orange County, Valencia Community College, and the Orlando-Orange County Expressway Authority), ensuring minority and women-owned firms are allocated a certain percentage of contracts that have an important economic impact in the minority and women-owned business community.

"As one of the leading CPA firms in the Southeast, our commitment includes hiring employees with diverse backgrounds to reflect the global environment in which we operate. Simply put, our key strengths are our clientele and our people."



William (Bill) Miller, Jr., CPA
President of MSL

We are particularly proud of our extensive involvement in promoting women and minorities, not just in the workplace, but the community as well. We support and sponsor various minority organizations throughout Florida. Through this support, we are able to contribute to various scholarship funds that are targeted to minority students. We also have provided financial contributions to these organizations, assisting in their purpose and mission statements. These organizations include:

Orange County NAACP
The 100 Black Men of Orlando
The Women's Caucus for Art
National Association of Black Accountants
Restore Orlando

Latino Leadership
Community Action Board
Central Florida Black History Committee
National Conference for Community and Justice

MSL has partnered will be partnering with Harvey, Covington and Thomas, LLC. (HCT); a local minority/women-owned business enterprise firm. The participation will be 15% of this engagement. Please see pages 46-47 for HCT's Minority/Women Owned Business Enterprise certification with the City of Orlando and Orange County

Policy Statement of Non-Discrimination and Equal Employment Opportunities within the Firm

Please see the following pages for copies of our Equal Employment Opportunity and Non-Discrimination Policies.

STANDARDS OF PERFORMANCE AND CONDUCT

OPEN DOOR POLICY

To foster sound employee-employer relations through communication and reconciliation of work-related or personal problems, MSL promotes an atmosphere whereby employees can talk freely with members of management. Employees are encouraged to openly discuss with their supervisor any problems, so appropriate action may be taken before involving senior management. If the supervisor cannot be of assistance, managers, directors, principals, shareholders and the director of human resources are available for consultation and guidance. MSL is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at MSL, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, national origin, religion, sex, age, disability, or any other protected characteristic, as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Director of Human Resources has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Director of Human Resources.

Appropriate disciplinary action may be taken against any employee violating this policy.

VENDOR DIVERSITY POLICY

MSL seeks, as a matter of policy, to provide opportunities for businesses, including small and minority enterprises, in the procurement for goods and services and related contracting. In establishing this policy, the Firm recognizes shared responsibility in the conduct of business that ensures fair and equitable processes to its stakeholders. The Firm firmly believes that in our free enterprise system, every attempt must be made to fully utilize all of our resources, human as well as material. Therefore, no potential supplier will be precluded from consideration on the basis of race, color, religion, sex, age or national origin.

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

MSL is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, MSL expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

DEFINITIONS OF HARASSMENT:

- a. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment

Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

c. Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through E-Mail).

INDIVIDUALS AND CONDUCT COVERED:

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to MSL (e.g., an outside vendor, consultant or client).

Conduct prohibited by these policies is unacceptable in the workplace and in any work related setting outside the workplace, such as during business trips, business meetings and business-related social events.

RETALIATION IS PROHIBITED:

MSL prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.



E. FIRM'S EXPERIENCE ON SIMILAR ENGAGEMENTS

Below is a list of all government financial statements audits performed in the last three years by the Orlando office. The scope of work for all of the entities below is annual audit. Dan O'Keefe served as engagement partner on all of the audits listed below.

Client Name	Years of Audit	Contact Name Contact Title	Phone
School Board of Broward County	2007 - 2011	Oleg Gorokhovskiy Dir. of Financial Reporting	(754) 321-8250
School Board of Volusia County	2008, 2010, 2011*	Bertie Trawick, Finance Director	(386) 734-7190
School Board of Seminole County	2010 - 2011	Paul Duren Finance Director	(407) 320-0050
School Board of Pasco County	2011	Judith Zollo Acting Director of Finance	(813) 794-2268
City of Altamonte Springs	2005 - 2011	Mark DeBord Finance Director	(407) 571-8093
City of Casselberry	2006 - 2011	Randy Newlon Finance Director	(407) 262-7700
City of Cocoa Beach	2005 - 2011	Charles Holland Finance Director	(321) 868-3320
City of Daytona Beach	2010 - 2011	Laurie Matta Chief Financial Officer	(386) 671-8060
City of Gulfport	2006 - 2011	Dan Carpenter Admin. Services Director	(727) 893-1014
City of Indian Rocks Beach	2006 - 2011	Sandy Sanders Finance Director	(727) 517-0204
City of Kissimmee	2005-2011	Amy Ady Finance Director	(407) 518-2220
City of Leesburg	2010 - 2011	Jerry Boop Finance Director	(352) 728-9720
City of Maitland	2005 - 2008	Sharon Anselmo Finance Director	(407) 539-6282
City of Mount Dora	2005 - 2009	Bob Brekelbaum Budget Analyst	(352) 735-7120
City of Palm Bay	2010 - 2011	Yvonne McDonald Finance Director	(321) 952-3418
City of Sanford	2008 - 2011	Cynthia Lindsay	(407) 688-5022
City of St. Cloud	2009 - 2011	Michael Turner Finance Director	(407) 957-7300
City of Tampa – Firefighters & Police Officers Pension	2011	Jennifer Campbell Plan Administrator	(813) 274-8550
City of Tampa – Historic Streetcar	2011	David Mechanik President	(813) 623-5835
City of Tampa – Single Audit	2011	Bill Spinelli Chief Accountant	(813) 274-8644
Barefoot Bay Recreation District	2006 - 2011	Terry Chevallier Finance Manager	(772) 664-3141
East Central Florida Regional Planning Council	2005 - 2010	Leila Hars Interim Exec. Director	(407) 262-7772



Client Name	Years of Audit	Contact Name Contact Title	Phone
Early Learning Coalition of Flagler & Volusia	2010 – 2011	Laurie Donnelly Finance Director	(386) 323-2400
Florida Intergovernmental Finance Commission	2004 - 2011	Craig Dunlap President	(407) 678-0977
Greater Orlando Aviation Authority	2010 - 2011	Jacqueline Churchill Director of Finance	(407) 825-2001
MetroPlan Orlando	2005 - 2011	Carolyn Small Director of Finance	(407) 481-5672
Miami-Dade Expressway Authority	2011	Marie Schafer Chief Financial Officer	(305) 637-3277
North Brevard Hospital District/Parrish Medical	2008 - 2011	Tim Skeldon Chief Financial Officer	(321) 268-6333
Osceola Heritage Park	2006 - 2011	Mary Burd Director of Finance	(321) 697-3340
TOHO Water Authority	2005 - 2010	Rodney Henderson Business Services Manager	(407) 944-5130
West Volusia Hospital Authority	2004 - 2010	Al Powers	(386) 734-9441
Broward County – Aviation	2010 - 2011	Helena James-Rendleman Director of Finance	(954)359-6128
Broward County – Water/Wastewater	2010-2011	Natalie Otto Fiscal Manager	(954) 831-0964
Citrus County	2010 - 2011	Sarah Koser Director of Finance	(352) 341-6449
Lake County	2006 - 2011	Barbara Lehman Chief Deputy Clerk	(352) 343-9839
Osceola County	2008 - 2011	Fazie Khan Comptroller	(407) 742-1700
Seminole County	2000 – 2010**	Susan Krause Finance Director	(407) 665-7664
Volusia County - Clerk of the Circuit Court	2005 - 2011	Diane Matousek Clerk of the Circuit Court	(386) 736-5933

*2009 audited by the Auditor General

**2011 audited by the Auditor General

Governmental and Firm Staffing Size

The audit will be staffed from our Orlando/Winter Park office. The chart details the size of the Firm and the governmental staff.

Staffing	MSL	Orlando
Shareholders	10	2
Principals/Directors	6	1
Managers	9	2
IT Specialists	2	2
Supervisors	5	1
Seniors	12	3
Staff	14	5
Support Staff	26	4
TOTAL	84	20



Moore Stephens Lovelace Occupational Descriptions

Shareholder:

The *Shareholder* is a professional position for employees who have demonstrated exceptional leadership and practice development abilities at the *Senior Manager* and Shareholder Designate Program level. A *Shareholder* must make a financial commitment to the value of the Firm through a capital investment. A *Shareholder* is a CPA whose client responsibilities are their legal and ethical responsibility. Ownership as a *Shareholder* is a privilege to be earned by distinction and business development, not a designation to be expected from length of service.

Bachelor's degree (B.S. or B.A.) in accounting from a four-year college or university, a fifth-year university program degree or a Master's degree (M.S.), and ten-plus years of relevant experience. A *Shareholder* must have invested capital in the Firm, develop a profitable client list, and be voted to *Shareholder* position by the *Shareholders*.

Principal/Director:

Director/Principal is a professional position for employees who have demonstrated exceptional leadership and practice development abilities at senior management level. A *Director* is an employee whose client responsibilities are comparable to those of shareholders and/or principals. *Directors* generally need at least ten years of public accounting experience. *Directors* are primarily responsible for client service and practice development within their area of expertise and for clients assigned to them.

Bachelor's degree (B.S. or B.A.) in accounting from a four-year college or university, a fifth-year university program or a Master's degree (M.S.) desired, and ten years relevant experience.

Manager:

Manager is a professional position for employees with advanced educational preparation and full-time work experience in the following areas: cost report preparation and review, financial statement preparation, auditing, prospective financial statement preparation, operational consulting or market analysis with skilled nursing, senior housing, or other designated clients. The *Manager* has demonstrated leadership abilities at the *Supervisor* level and now assumes increasing responsibility for engagements, continues to increase and strengthen client and other strategic relationships, and continues to develop an area of specialization for future individual and Firm growth.

Bachelor's degree (B.A. or B.S.) in accounting from a four-year college or university, a fifth-year university program degree or a Master's degree (M.S.), and eight-plus years of relevant experience.

Supervisor:

Supervisor is a professional position for employees with advanced educational preparation and full-time work experience in accounting, financial statement preparation, and auditing. The *Supervisor* has demonstrated leadership abilities at the senior level and now assumes increasing responsibility for engagements, while continuing to increase and strengthen client relationships. This position supervises the examination and analysis of accounting systems to determine financial status of organizations and prepare financial reports concerning operating procedures.

Bachelor's degree (B.A. or B.S.) in accounting from a four-year college or university, a fifth-year university program degree or a Master's degree (M.S.), and four to six-plus years relevant experience.

Senior:

Senior is a professional position for employees with the advanced educational preparation and full-time work experience in accounting, financial statement preparation, and auditing. The primary function of the *senior* is to supervise the daily activities of the engagement. This position examines and analyzes accounting systems to determine financial status of organizations and prepare financial reports concerning operating procedures.

Bachelor's degree (B.A. or B.S.) in accounting from a four-year college or university, a fifth-year university program degree or a Master's degree (M.S.), and three-plus years of relevant experience.



Professional Staff:

Staff is a professional position for employees with educational preparation and possible work experience in accounting, financial statement preparation, and auditing. This position examines and analyzes accounting records to determine financial status of organizations and prepare financial reports concerning operating procedures.

Bachelor's degree (B.A. or B.S.) in accounting from a four-year college or university, a fifth-year university program degree or a Master's degree (M.S.), and zero to three-plus years relevant experience.

Administrative:

Administrative Assistant is an administrative position for employees with educational preparation and work experience in a professional office setting. The *Administrative Assistant* is fully able to function independently and exercise judgment in their work. Their skills are at a highly professional level and their immediate supervisors are Firm Shareholders.

Associates' degree (A.A. or A.S.) or equivalent from a two-year college or technical school, and years related experience and/or training; years of directly related experience may replace two-year college degree.

Corporate Services Team:

Team consists of Human Resources, Marketing, Information Technology and Firm Accounting.



F. ASSIGNED AUDITOR'S EXPERIENCE

Dan O'Keefe, CPA, MBA, CFE **Engagement Audit Shareholder**



Background

Dan O'Keefe heads up MSL's Governmental Practice Group and Forensic Accounting Group. He **has over 35 years of public accounting, governmental, and not-for-profit experience, six of which have been with MSL.** 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, 14 counties, four state agencies, and numerous special districts and authorities. In addition, he provides consulting services in the areas of internal control assessments, litigation support, fraud remediation, and performance reviews.

He provides Continuing Professional Education ("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 American Institute of CPAs and the Florida Institute of CPAs; 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.

Dan is the co-author 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*.

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
- Member of the International Honor Society of Beta Gamma Sigma
- Adjunct instructor for the University of Central Florida and the University of West Florida



Dan O'Keefe, CPA, MBA, CFE (cont'd.)
Engagement Shareholder

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- AICPA State and Local Government Expert Panel
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association, Technical Review Committee (FGFOA)
- Member of the FICPA Governance Task Force
- Association of Certified Fraud Examiners (ACFE)
- UCF Accounting Advisory Board member
- Past-Chairman of the Osceola County School District Audit Committee



Dan O'Keefe, CPA, MBA, CFE (*cont'd.*)
Engagement Shareholder

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

Counties

Alachua
Broward
Citrus
Collier
DeSoto
Hillsborough
Indian River
Lake
Manatee
Marion
Okeechobee
Orange
Osceola
Seminole
Volusia

Municipalities

Altamonte Springs
Apopka
Belle Isle
Bradenton
Bunnell
Casselberry
Cocoa Beach
Crystal River
Davie
Daytona Beach
Daytona Beach Shores
DeBary
DeLand
Deltona
Green Cove Springs
Gulfport
Holly Hill
Indian Rocks Beach

Municipalities (*cont'd.*)

Kissimmee
Lake Mary
Lake Park
Lauderdale Lakes
Leesburg
Longwood
Maitland
Margate
Mount Dora
Ocala
Orchid
Orlando
Ormond Beach
Pahokee
Palm Bay
Palm Beach
Palm Beach Gardens
Pembroke Park
Pomona Park
Port Orange
Sanford
Sebring
South Daytona
Tamarac
Tampa
Vero Beach
Wellington
West Palm Beach
Winter Garden
Winter Haven
Winter Park
Winter Springs

State Agencies

Florida Lottery
Florida Health Department
Florida Housing Finance Agency
Florida Department of Elder Affairs

Special Districts and Authorities

Barefoot Bay Recreation District
Fort Pierce Utilities Authority
East Central Fl. Regional Planning Council
Greater Orlando Aviation Authority
Memphis-Shelby County Airport Authority
MetroPlan Orlando
Miami-Dade Expressway Authority
Orange County Housing Finance Authority
Orange County Library District
Reedy Creek Improvement District
VOTRAN
TOHO Water Authority
West Volusia Hospital Authority

Educational

Stetson University
Bethune-Cookman College
Futures, Inc.
Reading Edge Academy
Kissimmee Charter School
Orlando Lutheran Academy
Frank Scanga Charter School
Academie DaVinci Charter School
Florida A&M University
School District of Broward County
School District of Seminole County
School District of Volusia County

Other

Florida Intergovernmental Finance Commission



Farlen Halikman, CPA

Engagement Technical Reviewer



Background

Farlen is the Shareholder-in-Charge of MSL's Orlando/Winter Park office and a key member of the Firm's Healthcare Practice Group. He has 25 years of experience serving the financing and auditing needs of not-for-profit and governmental clients.

Professional Experience

Farlen has provided technical review services for four counties, eight cities, and many special Districts and authorities during the past several years. He has audited numerous concessionaires at Orlando International Airport and other airports in the past 10 years.

Farlen is often called upon to present Continuing Professional Education classes on auditing standards and reimbursement matters, and he provides consultation services to other CPA firms on those matters. He has also been an adjunct professor of Accounting at the University of Central Florida. He served on the Orange County Commission on Aging with the mission of developing the County's long-term plans for senior housing, healthcare, and transportation.

Education and Certifications

- B.S. Degree in Accounting, University of Central Florida, 1984
- C.P.A., Certified Public Accountant - Florida

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA) –Florida Government Finance Officers Association (FGFOA)
- University of Central Florida Accounting Advisory Board
- Winter Park Health Foundation Board of Directors

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

Counties	Municipalities	Special Districts and Authorities
Broward	Altamonte Springs	Barefoot Bay Recreation District
Citrus	Casselberry	Greater Orlando Aviation Authority (GOAA)
Lake	Cocoa Beach	North Brevard County Hospital District
Osceola	Daytona Beach	MetroPlan Orlando
Seminole	Gulfport	Miami-Dade Expressway Authority
Volusia	Indian Rocks Beach	TOHO Water Authority
	Kissimmee	Volusia County Clerk of the Circuit Court
	Maitland	West Volusia Hospital Authority
	Mount Dora	
	Sanford	Educational
	Winter Park	School District of Broward County
		School District of Seminole County
		School District of Volusia County



Bill Blend, CPA, CFE

Engagement Audit Principal



Background

Bill Blend is a Principal and a member of the Firm's Governmental Practice Group. Bill has over 18 years of public and private sector accounting experience, six of which are with MSL.

Professional Experience

Bill has performed audits on over 23 governmental entities. He has substantial experience in planning, performing, supervising, reviewing, and preparing financial statements related to the audits of governmental entities subject to *Government Auditing Standards*, Federal Single Audit requirements, and Florida Single Audit requirements. He has experience in revenue bond covenant compliance and audits under Federal and Florida Single Audit.

Bill has completed over 50 hours of Continuing Professional Education ("CPE") in the areas of governmental accounting and auditing within the past two years. Bill is a Certified Fraud Examiner, designated by the Association of Certified Fraud Examiners. Bill is also trained in the use of "IDEA" data mining software.

Education and Certifications

- B.S. Degree in Accounting, Long Island University
- C.P.A., Certified Public Accountant – Florida, University of State of New York Education Dept.
- C.F.E., Certified Fraud Examiner

Professional Memberships

- American Institute of Certified Public Accountants
- Florida Institute of Certified Public Accountants
- Florida Government Finance Officers Association
- Member of the FGFOA Conference Committee
- Instructor for the FGFOA, and develops and teaches firm auditing classes
- Association of Certified Fraud Examiners
- FICPA High School Coordinator for Seminole County



Bill Blend, CPA, CFE (cont'd.)
Engagement Audit Principal

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

Counties

Broward
Citrus
Indian River
Lake
Osceola
Seminole
Volusia

Municipalities

Altamonte Springs
Apopka
Casselberry
Town of Davie
Daytona

Municipalities (cont'd.)

Deltona
Indian River Shores
Kissimmee
Lake Helen
Leesburg
Maitland
New Smyrna Beach
Oak Hill
Palm Bay
Palm Beach Gardens
Port Orange
Sanford
Tampa
Winter Park
Vero Beach

Special Districts and Authorities

Barefoot Bay Recreation District
East Central Florida Regional Planning Council
Florida Intergovernmental Finance Commission
Hobe Sound Water Management District
MetroPlan Orlando
Miami-Dade Expressway Authority
New Smyrna Beach Utility Authority
TOHO Water Authority
West Volusia Hospital Authority
Winter Garden Heritage Foundation

Educational

Academie DaVinci Charter School
The Reading Edge Academy
Florida A&M University
School District of Broward County
School District of Seminole County
School District of Volusia County



Chris Ghosio, CCNP, CCDC, TMCSM, TMCSE

IT Specialist/MSL Technologies



Background

Chris Ghosio is the IT Practice Group Leader of MSL Technologies (an associate firm of MSL). He has over 26 years of extensive experience in designing and securing information technology infrastructures. Chris and his firm have years of experience reviewing and deploying proper information system controls and resources to minimize risk within the business environment.

Professional Experience

Chris has spent his technology and leadership career in nationwide financial data centers and networks, as well as the United States Air Force, providing leadership to engineers, operations staff, technical support staff, and project development teams. He currently leads all risk assessments and information systems audits for his team at MSL Technologies. He has designed, installed, and performed technical audits on information technology security systems in the financial and legal industries, as well the U.S. Government and Military.

Chris has experience with the design of information security, secure local and wide area networks, and secure systems deployment.

Featured Successes

- Designed and implemented the security infrastructure and wide area network for the nationwide Star financial network
- Designed and implemented PCI security infrastructures for large financial institutions
- Designed and implemented nationwide high availability data centers
- Top Secret Security Clearance - USAF
- Founder and CEO of Maxis Networks

Education and Certifications

- Information Systems Analyst – United States Air Force
- Cisco Certified Networking Professional
- Cisco Certified Design Associate
- Trend Micro Certified Security Master



Joel Knopp, CPA

Engagement Audit Manager



Background

Joel Knopp is a Manager at MSL and a member of the Firm's Governmental Practice Group. Joel has over 13 years of experience in accounting and auditing, and works primarily with governmental clients.

Professional Experience

Joel has performed audits on over 30 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 Single Audit requirements. As a manager, Joel is responsible for scheduling, budgeting, supervising staff, and coordinating multiple projects simultaneously. Joel works directly with clients' management to develop strong relationships, resolve issues arising during audits, and ensure that engagements are performed in accordance with applicable professional standards and in a manner that is consistent with the client's goals. 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 business, not-for-profit organizations, and individuals.

Joel has over the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of Accountancy and the AICPA.

Education and Certification

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

Affiliations and Community Involvement

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



Joel Knopp, CPA, (cont'd.)
Engagement Audit Manager

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

Counties

Lake (FL)
Northampton (VA)

Municipalities

Altamonte Springs
Casselberry
Daytona Beach
Gulfport
Indian Rocks Beach
Kissimmee
Leesburg
Sanford
St. Cloud
Staunton (VA)
Town of Iron Gate (VA)
Waynesboro (VA)
Winchester (VA)

Special Districts and Authorities

East Central Florida Regional Planning Council
Florida Intergovernmental Finance Commission
Lake-Sumter Emergency Medical Services
Lake-Sumter Metropolitan Planning Organization
MetroPlan Orlando
Staunton Industrial Development Authority (VA)
Valley Community Services Board (VA)
Waynesboro Industrial Development Authority (VA)
Eastern Shore Community Services Board (VA)
Winchester Industrial Development Authority (VA)
Northwestern Regional Juvenile Detention Center
Commission (VA)

Educational

School District of Pasco County
School District of Seminole County
School District of Volusia County
Genesis Alternative Education Program (VA)
Staunton City School Board (VA)
Waynesboro City School Board (VA)
Winchester City School Board (VA)



Ehab Azer, CPA

Engagement Audit Supervisor

Background

Ehab Azer is a Supervisor at MSL and a member of the Governmental Practice Group. He has over nine years of public and private sector accounting experience. He also has experience performing audits and compliance work with governmental and not-for-profit entities.

Professional Experience

Ehab has extensive experience providing tax consulting and preparation services at the federal, state and local levels for public corporations, not-for-profit organizations and individuals. Ehab has focused experience performing audits and reviews for not-for-profit and governmental entities. As an audit Supervisor, Ehab oversees the engagement teams of staff accountants and works with client management to develop strong relationships, resolves issues arising from the audit process, and ensures that engagements are performed in a manner that is consistent with our clients' goals.

Ehab has over the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of Accountancy and the AICPA Private Companies Practice Section, Division for Firms.

Education, Certifications and Licenses

- B.S. Degree in Accounting, University of Alexandria
- C.P.A., Certified Public Accountant – Florida, Virginia
- Chartered Accountant – Egypt

Affiliations and Community Involvement

- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Governmental and educational entities served include the following:

Counties	Special Districts, Authorities and Associations	Municipalities
Broward	Barefoot Bay Recreational District	Eatonville
Lake	Greater Orlando Aviation Authority	Kissimmee
Orange	Orlando-Orange County Expressway Authority	Maitland
Osceola	Orlando Utilities Commission	Orlando
Seminole	Osceola County Heritage Park	St. Cloud
	TOHO Water Authority	Sanford
	West Volusia Hospital Authority	Winter Park



Jeff Wolf, CPA

Engagement Audit Senior

Background

Jeff Wolf is a Senior at MSL and is a member of the Firm's Governmental Practice Group. Jeff has five years of public accounting experience. He has had broad involvement in providing professional services to numerous governmental organizations.

Jeff has experience performing audits and compliance work for Government and Non-Profit entities, performing single audits for governmental and non-profit organizations under the Single Audit Act (OMB Circular A-133) and Florida Single Audit Act.

Professional Experience

Jeff has participated in numerous professional development training programs, including Yellow Book requirements. He averages in excess of 45 hours annually of advanced training, which exceeds the 40 hours required in accordance with the continuing professional education requirements of the Florida State Board of Accountancy and AICPA Private Companies Practice Section, Division for Firms.

Education, Certificates and Licenses

- B.A. Degree, Accounting, University at Buffalo, New York
- C.P.A., Certified Public Accountant – Florida

Affiliations and Community Involvement

- Member of the Florida Government Finance Officers Association (FGFOA)
- Florida Institute of Certified Public Accountants (FICPA)
- American Institute of Certified Public Accountants (AICPA)

Governmental and educational entities served include the following:

Counties	Special Districts, Authorities and Associations	Municipalities
Lake	Greater Orlando Aviation Authority	Altamonte Springs
Osceola	MetroPlan Orlando	Gulfport
Seminole	Osceola County Council on Aging	Indian Rocks Beach
	Osceola Heritage Park	Kissimmee
	Toho Water Authority	Maitland
		St. Cloud
		Winter Park
	Educational	
	Florida A&M University	
	School Board of Broward County	
	School Board of Volusia County	



Alan Ricafort, CPA

Engagement Audit Staff



Background

Alan is an Audit Senior at MSL and is a member of the Firm's Governmental Practice Group. All CPE requirements have been met for the AICPA, State Board of Accountancy, and "Yellow Book."

Professional Experience

Alan has almost four years of public accounting experience and has experience performing audits, reviews, and compliance work for governmental entities, not-for-profit organizations, and healthcare entities.

Education, Certifications and Licenses

- C.P.A., Certified Public Accountant - Florida
- B.S. Degree, Accounting, University of North Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

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

Counties

Alachua
Bradford
Hernando
Seminole

Municipalities

Atlantic Beach
Bronson
Casselberry
Cedar Key
Deltona
Lake City
St. Cloud
Tampa

Special Districts and Authorities

Alachua County District School Board
& Internal Accounts
Bradford County Clerk of the Circuit Court
Bradford County Property Appraiser
Bradford County Sheriff
Bradford County Tax Collector
Gainesville Regional Airport Authority
Greater Orlando Aviation Authority
Hernando County Clerk of the Court
Marion County EMS Alliance
Nassau County Property Appraiser
Nassau County Tax Collector
School Board of Volusia County



Duane Mathis, CPA

Engagement Audit Manager, Harvey, Covington and Thomas, LLC

Background

Duane Mathis is a Principal at HCT and a member of the Firm's Audit and Accounting Team. Duane has over 20 years of public and private sector accounting experience.

Professional Experience

Duane has over 20 years of diverse experience in accounting specifically auditing. He has served in positions ranging from Senior Financial Auditor, Consultant, Controller and Manager. Additionally, he has performed audits under the Single Audit Act (OMB Circular A-133), Yellow Book, GAAP, GASB 34, GASB 45 and GAAS for several municipalities, publicly funded non-profit organizations and other government agencies. He has served in positions ranging from Senior Financial Auditor, Consultant, Controller and Audit Manager. Duane concentrates in the areas of Governments, Not for Profit Organizations, Assurance Services.

Duane has completed over 80 hours of Continuing Professional Education (CPE) in the areas of governmental accounting and auditing within the past two years.

Education, Certifications and Licenses

- Florida State University, BS - Accounting
- C.P.A, Certified Public Accountant – Florida

Affiliations and Community Involvement

- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)
- Member of the Government Finance Officers Associations (GFOA)
- Member of the National Association of Black Accountants



Duane Mathis, CPA, (cont'd.)
Audit Manager, HCT

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

Partial List of Governmental Engagements

Army Corps of Engineers
Broward County
City of Boca Raton
City of Dania Beach
City of Homestead
City of Lake Worth
City of Miami
City of Miami Gardens
City of North Miami
City of Sunny Isle Beach
City of Sunrise
Dade County
Orange County Comptrollers's Office
Town of Bay Harbour
Town of South Palm Beach
Village of Bal Harbour
Village of key Biscayne

Partial List of 401k Plans

Dufry America Inc. 401k
Home Diagnostics Inc 401k
Traveleaders 401k

Partial List of Employee Benefit Plans

City of Boca General Employees Retirement System
City of Boca Police and Firefighters' Retirement System
City of Fort Lauderdale General Employees' Retirement System
City of Fort Lauderdale Police and Firefighters' Retirement System
City of Lauderhill Confidential Managerial Employees Defined Benefit
City of Lake Worth General Employees' Retirement System
City of Lake Worth Police and Firefighters' Retirement System
City of Miami Springs General Employees' Retirement System
City of Miami Springs Police and Firefighters' Retirement System
City of North Miami General Employees' Retirement System
City of North Miami Police and Firefighters' Retirement System
City of Pompano Beach Police and Firefighters' Retirement System
City of West Palm Beach Police and Firefighters' Retirement System
Village of Bal Harbour General Employees Pension



Otis Tracey

Engagement Audit Senior, Harvey, Covington and Thomas, LLC

Background

Otis Tracey is a Principal at HCT and a member of the Firm's Audit and Accounting Team. Otis has over four years of public and private sector accounting experience.

Professional Experience

Otis Tracey has been performing governmental engagements for over four years with a total of six years in Public Accounting. His primary audit role is to,

- Oversee the day-to-day operations.
- Responsible for preparing the audit program for approval, including timeline, budget, scheduling and personnel required.
- Managing the audit/assurance process.
- Also responsible for all aspects of audit and financial reporting including, but not limited to, risk assessments, internal controls evaluation, and determining audit effectiveness.
- Provides day-to-day oversight and supervision of audit seniors and staff

Otis has completed over 60 hours of Continuing Professional Education (CPE) in the areas of governmental accounting and auditing within the past two years.

Education, Certifications and Licenses

- Florida State University, BS – Accounting & Finance
- Completed 150 hours requirement to qualify for CPA
- CPA candidate, scheduled to sit for CPA exam July 2012

Affiliations and Community Involvement

- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)
- Member of the Government Finance Officers Associations (GFOA)
- Beta Alpha Psi, Alumni

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

Partial List of Governmental Engagements

Broward County – Authorities
Broward County Sheriff
City of Homestead
City of Lauderdale Lake
City of Miami Gardens
City of Miami Shores Village
City of North Miami
City of North Miami Beach
City of Sunrise
Orange County Comptroller's Office

Partial List of Non-Profit Engagements

Antioch Missionary Baptist Church
Carrie Meek Foundation, Inc.
FIND
Food for the Poor, Inc
Hope Human Resource Development, Inc
Micanopy Middle Charter School
Parkway Academy Charter School
The Portrait of Empowerment



Ron Cooper

Engagement Audit Staff, Harvey, Covington and Thomas, LLC



Background

Ron Cooper is a Principal at HCT and a member of the Firm's Audit and Accounting Team. Ron has over four years of public and private sector accounting experience.

Professional Experience

Ron Cooper has been performing governmental engagements for over four years. Mr. Cooper has a proven record of completing engagements timely. His primary audit role is to perform,

- Tests of Controls / analysis and evaluation of adequacy of internal controls over major transaction cycles
- Compliance identification and determination for laws and regulations, inclusive Single Audit compliance requirements
- Detailed testing of variables/transactions and substantive testing
- Analytical procedures designed to identify material inconsistencies or errors and irregularities

Further, he assisted a client in obtaining the GFOA designation for the Certificate of Achievement. He was primarily responsible for issuing three municipality CAFRs for fiscal year ending September 30, 2009 and is a key member for our planned growth. Mr. Cooper is highly experienced with Federal and State Single Audits, including stringent ARRA compliance requirements. For fiscal year end September 30, 2009 clients, he performed five Federal and three State Single audits, including preparation of compliant Schedules of Expenditures of Federal Awards and State Financial Assistance.

Ron has completed over 60 hours of Continuing Professional Education (CPE) in the areas of governmental accounting and auditing within the past two years.

Education, Certifications and Licenses

- Florida State University, BS – Accounting
Concentration: **Forensic Accounting**
- Florida State University, BS – Finance

Affiliations and Community Involvement

- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)
- Member of the Government Finance Officers Associations (GFOA)
- Dean's List
- Minority Scholarship for Achieving Students
- Member of Beta Alpha Psi
- Member of Phi Theta Kappa



Ron Cooper (cont'd.)
Audit Staff

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

Partial List of Governmental Engagements

Broward County
City of Deerfield Beach
City of Hallandale Beach
City of Hollywood
Glades County
Orange County Comptroller's Office

Partial List of Non-Profit Engagements

Antioch Missionary Baptist Church
Cool Kids Learn

Partial List of Financial Engagements

Broward County Bank
Metro Bank

Partial List of For-Profit Engagements

Peach Tree Settlement Funding



G. REQUIRED ATTACHMENTS TO PROPOSAL

Acknowledgement of Addendum Form

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF ADDENDUM
EXTERNAL AUDITING SERVICES
CONTRACT NO. 000841**

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No. <u>1</u>	Dated <u>10/25/11</u>	Proposer Initial <u>Dgo</u>
Addendum No. _____	Dated _____	Proposer Initial _____
Addendum No. _____	Dated _____	Proposer Initial _____
Addendum No. _____	Dated _____	Proposer Initial _____
Addendum No. _____	Dated _____	Proposer Initial _____

(Note: If addenda are issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)



Conflict/Non-Conflict of Interest and Litigation Statement Form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE



To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR



The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE



The undersigned firm has had no litigation or any projects in the last five (5) years.

OR



The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Moore Stephens Lovelace, P.A.

COMPANY NAME

D. J. O'Keefe

AUTHORIZED SIGNATURE

Daniel J. O'Keefe

NAME (PRINT OR TYPE)

Shareholder

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.



Drug-Free Workplace Form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

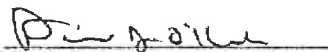
The undersigned, in accordance with Florida Statute 287.087 hereby certifies that
Moore Stephens Lovelace, P.A.

does:

Name of Business

1. Publish a statement of 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.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.


Proposer's Signature

October 27, 2011

Date



Code of Ethics Form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
EXTERNAL AUDITING SERVICES
CONTRACT NO. 000841

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Moore Stephens Lovelace, P.A.

Company Name

By:

D. J. O'Keefe

Daniel J. O'Keefe

Title: *Shareholder*

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)




Minority/Women-Owned Business Enterprise Certificate


The City of Orlando, Florida
Minority/Women-Owned Business Enterprise Department

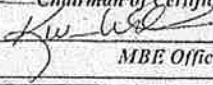
This is to certify Harvey, Covington & Thomas, LLC has been recognized
by the City of Orlando, Florida as a Minority Business Enterprise for the
period January 27, 2010, through, January 31, 2012

Approved Line (s) of Business: CPA, Accounting Firm



Certified / Recognized Number: R06039
This the 27th day of January 2010


Chairman of Certification Board


MBE Official



Women Business Enterprise Certificate




Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7317
businessdevelopment@ocfl.net

HARVEY, COVINGTON & THOMAS, L. L. C.

Has Been Certified As A
WOMEN BUSINESS ENTERPRISE

Approved Lines Of Business:
CERTIFIED PUBLIC ACCOUNTANTS

This certificate is valid:
OCTOBER 2009 through OCTOBER 2011


Erick Young, Manager
July 31, 2010

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
EXTERNAL AUDITING SERVICES**

FEE SCHEDULE FORM

	Year 1	Year 2	Year 3	Option Year 4	Option Year 5
A.					
Annual Audit and Report	\$79,500	\$79,500	\$79,500	\$79,500	\$79,500
Fee Other Services Only:					
B.					
Hourly Fee Schedule					
Partner/Shareholder	\$250	\$250	\$250	\$250	\$250
Senior Manager	\$200	\$200	\$200	\$200	\$200
Supervisor	\$175	\$175	\$175	\$175	\$175
Senior	\$150	\$150	\$150	\$150	\$150
Staff	\$100	\$100	\$100	\$100	\$100
Administrative	\$60	\$60	\$60	\$60	\$60
Computer Audit Specialist	\$175	\$175	\$175	\$175	\$175