

Audit Services RFP
Questions & Responses

Question 1:

Can you email to me a copy of the prior year audit report?

Answer:

The FY20 Audit is available on JWB's website on the following page: <https://www.jwbpinellas.org/about/budget/>

Question 2:

Can you please provide an estimate of the number of weeks the engagement team is onsite for audit fieldwork?

Answer:

Staff were actively onsite for three weeks when the audit was completed in person- one week in August and two weeks in December. The number of weeks was the same virtually.

Question 3:

Due to COVID, will the audit be conducted virtually or onsite? Please confirm COVID safety protocols are in place.

Answer:

JWB audits were conducted onsite pre-COVID. The FY20 audit was completed remotely due to COVID-19.

Our building safety protocols can be found on our website under the Board of Directors-Meetings. Any updates to building safety protocols will also be updated on this page. The link to the page is <https://www.jwbpinellas.org/board-of-directors/board-meetings/>.

Question 4:

Please provide total fees incurred for the prior year audit period.

Answer:

Last 5 Years Fees

Fiscal Year	Audit Fee	Additional Fees (1)	PCMS 990
FY 20	\$ 62,000.00	\$ 2,000.00	\$ 2,500.00
FY 19	\$ 61,000.00	\$ 5,000.00	\$ 2,500.00
FY 18	\$ 60,000.00	\$ -	\$ 2,500.00
FY 17	\$ 59,000.00	\$ -	\$ 2,450.00
FY 16	\$ 59,000.00	\$ -	\$ 2,400.00

(1) Additional procedures and reviews for full Comprehensive Annual Financial Report presentation

Question 5:

When is the 2020 audit expected to be completed? Is there a delay and if so, what is the cause?

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Answer:

FY20 Audit was approved at March 11, 2021 Board meeting with:

- Unmodified opinion
- Received Certificate of Achievement in Excellence for Financial Reporting
- No management letter comments
- No journal entries
- One passed adjustment
- Prepared PCMS 990 (separate engagement)

The FY20 Audit is available on JWB's website on the following page: <https://www.jwbpinellas.org/about/budget/>

There was no delay for the FY20 Audit. The Audit must be presented to and approved by the Board prior to publishing on JWB's website.

Question 6:

For Round 3 Evaluation "Financial Resources", our firm does not have a financial statement audit. Would a banking reference be acceptable?

Answer:

No, a banking reference will not be acceptable. See the Addendum, a Dunn & Bradstreet Report will be acceptable for privately-held companies.

Question 7:

The RFP states that the FY21 budget approved by the Board at the final September TRIM hearing is \$113.7M. Per the FY19 Comprehensive Annual Financial Report, the budget was \$75M. What is the source of the additional funding?

Answer:

The difference in revenue between FY19 and FY21 is ad valorem revenue and fund balance.

Question 8:

What is the likelihood that the Juvenile Welfare Board will require a single audit in FY21?

Answer:

There is a very slim likelihood that JWB will require a single audit in FY21, no federal funds have been received to date, nor are there any plans to receive any federal funds for the remainder of the fiscal year.

Question 9:

Has Cherry Bekaert been invited to bid?

Answer:

Any firm that meets the minimum requirements of the RFP is invited to submit a Proposal.

Question 10:

Please provide a copy of the most recent engagement letter with Cherry Bekaert.

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Answer:

See the attached FY20 Engagement Letter between JWB and Cherry Bekaert and FY19 Engagement Letter between PCMS and Cherry Bekaert.

Question 11:

Please provide a copy of all journal entries proposed by the auditors for the two most recent audits performed.

Answer:

No journal entries proposed.

Question 12:

When does fieldwork typically start?

Answer:

Please see *2.4 Scope of Work*, section *6. Audit Timeline*, in the RFP.

Question 13:

Are all PBC items typically available for the auditor when they arrive on site to perform the audit?

Answer:

Yes. All PBC items are available prior to start of both interim and fieldwork.

Question 14:

Are preferences given to firms that include MWBE entities or have an MWBE as a subcontractor?

Answer:

There is no preference given to entities that are or subcontract with Minority/Women-owned Business Enterprise (MWBE).

Question 15:

Has Cherry Bekaert billed for any out-of-scope services during the two most recent contract periods? If so, please provide a summary of the services provided.

Answer:

Additional procedures and reviews for full Comprehensive Annual Financial Report presentation were billed to JWB for FY19 and FY20.

Question 16:

Have there been any significant changes to operations, to funding sources, grant composition, staffing, etc. that may have an impact on the 2021 audit?

Answer:

JWB is implementing a new accounting software with an anticipated go live this fiscal year.

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Question 17:

Will the June presentations be through Zoom or in person?

Answer:

The presentations will be in person.

Question 18:

Will these slides be available as part of the addendum(s)?

Answer:

The slides are not considered an Addendum to the RFP. The slides from the Pre-Proposal conference are available on demandstar, as well as on the Funding Opportunities page on JWB's website.

Question 19:

Can you please tell us whether the audit (pre-covid) was done on site or remote and if they were on site, about how many and for how many weeks.

Answer:

JWB audits were conducted onsite pre-COVID. The FY20 audit was completed remotely due to COVID-19. Staff were actively onsite for three weeks when the audit was completed in person- one week in August and two weeks in December.

Question 20:

Are the current auditors able to bid on the audit?

Answer:

Yes, the current auditors are allowed to submit a Proposal.

Question 21:

Have you received any funding from the CARES Act or COVID Relief Funding?

Answer:

JWB has not received funds from the CARES Act, but has applied for reimbursement from FEMA. The FEMA funds have not been received.

Question 22:

How many auditors are typically on-site, and for what length of time?

Answer:

One senior manager and two staff are typically on-site for a total of three weeks.

May 11, 2020

Ms. Beth A. Houghton
Juvenile Welfare Board of Pinellas County
14155 58th Street North
Clearwater, Florida 33760

Dear Ms. Houghton:

This renewal engagement letter between Juvenile Welfare Board of Pinellas County (hereafter referred to as the "JWB" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, JWB's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed upon objectives of the JWB.

SUMMARY OF SERVICES

We will provide the following services to the JWB as of and for the year ended September 30, 2020:

Audit and attestation services

1. We will audit the basic financial statements of the JWB as of and for the year ended September 30, 2020 including the governmental activities and remaining fund information.
2. The introductory section and statistical section accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information.
3. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, budget to actual schedule and required pension schedules, to accompany the JWB's basic financial statements. As part of our engagement, we will apply certain limited procedures to the JWB's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter.
4. Supplementary information, other than RSI, also accompanies the JWB's basic financial statements. We will subject such supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements.
5. We will examine JWB's compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2020. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA"). Accordingly, it will include tests of your records and other procedures we consider necessary to enable us to express an opinion as to whether JWB complied, in all material respects, with the aforementioned requirements.

Nonattest accounting and other services

We will provide the following additional services:

1. Assist in the preparation of the financial statements and footnotes.

YOUR EXPECTATIONS

Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the JWB's expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The JWB recognizes that our professional standards require that we be independent from the JWB in our audit of the JWB's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the JWB and the JWB should not expect that we will act only with due regard to the JWB's interest in the performance of this audit and the JWB should not impose on us special confidence that we will conduct this audit with only the JWB's interest in mind. Because of our obligation to be independent of the JWB, no fiduciary relationship will be created by this engagement or audit of the JWB's financial statements.

The engagement will be led by John J. Gilberto, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

AUDIT AND ATTESTATION SERVICES

The objective of our audit is the expression of opinions as to whether the JWB's basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The report on internal control and compliance will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the JWB's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the JWB is subject to an audit requirement that is not encompassed in the terms of the engagement, we will communicate to JWB's management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of accounting records and other procedures as deemed necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the JWB's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

NONATTEST ACCOUNTING AND OTHER SERVICES

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming JWB's management responsibilities.

Accounting services

We will advise JWB's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the JWB's financial statements. The JWB's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the JWB's financial statements. If, while reviewing the journal entries, the JWB's management determines that a journal entry is inappropriate, it will be the JWB's management's responsibility to contact us to correct it.

Financial statement preparation

We will assist in the preparation of the JWB's financial statements and related notes, based on information provided by the JWB. However, the responsibility for the JWB's financial statements and notes remains with the JWB's management. This responsibility includes establishing and maintaining adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, the safeguarding of assets, and adjusting the financial statements for any material misstatements, as well as reviewing and approving for publication the draft financial statements prepared with our assistance.

JWB's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Prior to the release of the report, the JWB's management will need to sign a representation letter acknowledging its responsibility for the results of these services.

JWB'S MANAGEMENT RESPONSIBILITIES RELATED TO THE AUDIT

The JWB's management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and

ensuring that the JWB's management and financial information is reliable and properly reported. The JWB's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

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

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

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The JWB's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The JWB's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective

actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing JWB's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

The Firm will rely on the JWB's management providing these representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit. Because we will be relying on Management's representations, you agree that the JWB will indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by an officer or employee of the JWB regardless of whether such officer or employee was acting in the JWB's interest, and *even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation*. This indemnification will survive termination of this letter.

PUBLIC RECORDS

JWB is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production and confidentiality. For purposes of this section, Cherry Bekaert is also referred to as Contractor.

If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at JWB, by phone at (727) 453-5677, by email at communications@jwbpinellas.org, or by mail at 14155 58th Street north, #100; Clearwater, FL 33760.

Contractors acting on behalf of JWB must comply with 119.0701 and must:

1. Keep and maintain public records required by JWB to perform the service.
2. Upon request from JWB's custodian of public records, provide JWB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

In addition, Contractors should be aware that social security numbers are confidential and exempt from disclosure (119.071(5)) and personal identifying information of a child or the parent or guardian of the child held by JWB or service contractor under contract with JWB is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Contractor should be cognizant exist. However, for all Contractors, any and all contracts between JWB and Contractor, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Contractor and JWB are generally public records and will be disclosed in the sole discretion of JWB and must be retained in accordance with Florida's record retention policy. Contractors should not provide any documents to JWB containing Trade Secrets, as defined by F.S. 812.08, or exempt or confidential and exempt information to JWB without specifically marking such document. By submitting any documents or information whatsoever to JWB, Contractor agrees that JWB may use and disclose all information and documents submitted for any purpose JWB sees fit and that it is within JWB's sole discretion to determine if any information submitted is exempt from disclosure.

Any Contractor who receives a Public Records request for records pertaining to JWB or services funded by JWB, must advise JWB within two (2) business days of the records request and JWB and Contractor will work together to respond to any such request. This provision shall survive termination of this Agreement.

INDEMNIFICATION

JWB agrees to be fully responsible for all claims arising out of its own acts of negligence or misrepresentations or its respective employees' and directors misrepresentations or acts of negligence when acting within the scope of their employment and agrees to be liable for any damages proximately caused thereby; provided, however, that JWB's liability is subject to the monetary limitations and defenses imposed by section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by JWB, nor shall anything herein be construed as consent by JWB to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by 768.28, F.S.

FEES

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If the JWB's management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

Juvenile Welfare Board of Pinellas County
May 11, 2020
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The following summarizes the fees for the services described above:

<u>Description of Services</u>	<u>Estimated Fee</u>
Audit services	
Audit of the financial statements	
Examination of compliance with Section 218.415, FL Statutes	
Accounting services	
Financial statement preparation	\$62,000
Additional procedures related to GFOA review	\$2,000
	<u>\$64,000*</u>

*These fees do not include the preparation of the 990 for Pinellas Core Management Services, Inc. ("PCMS") which will be set forth in a separate letter.

The fees will be billed periodically. Invoices are due on presentation. Invoices shall be submitted timely and only for services per this Agreement. Invoices must be accompanied by the appropriate documentation as prescribed by JWB. The final invoice must be received by JWB no later than fifteen (15) days after this Agreement expires. JWB shall reimburse the Firm for allowable expenses within forty-five (45) days of receipt of Firm's proper invoice, as provided in Florida Statutes Chapter 218 Part VII. To be deemed proper, all invoices must contain: (a) name and address of the Firm; (b) invoice date; (c) an accurate description of goods and/or services delivered; (d) the correct quantity, unit price and total cost of goods and services delivered; (e) purchase order number and any discounts, when applicable; and (f) address to which payment should be mailed.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call John J. Gilberto at (813) 251-1010.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

JUVENILE WELFARE BOARD OF PINELLAS COUNTY

ACCEPTED BY:

John J. Gilberto

TITLE: CEO

DATE: 5/12/2020

Cherry Bekaert LLP

Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

LIMITATIONS OF THE AUDIT REPORT

Should JWB wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will grant permission to include our report into another such document provided that a request for such information is to be included as a part of CAFR. You agree that JWB will not include or incorporate by reference these financial statements and our report thereon, or our report into any private placement memo and debt or securities offering without our prior written permission. Nothing in this paragraph shall prevent JWB from using these financial statements in a manner that would prohibit compliance with applicable law and JWB is specifically granted permission to use the financial statements and the audit report as required in order to comply with Florida law, including, but not limited, to F.S. 119 and 189.

LIMITATIONS OF THE AUDIT PROCESS

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the JWB's management, as well as evaluate the overall financial statement presentation.

Our audit 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 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 JWB) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally 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. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the JWB's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the JWB. You agree that the JWB will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the JWB's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the JWB's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the JWB or to acts by the JWB's management or employees acting on behalf of the JWB. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from the JWB's attorneys as part of the engagement, and they may bill the JWB for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit will include obtaining an understanding of the JWB and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the JWB's management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

AUDIT PROCEDURES - COMPLIANCE

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

NONATTEST SERVICES (IF APPLICABLE)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the JWB's designated individual will assume all the JWB's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for-

- Making all financial records and related information available to us.
- Ensuring that all material information is disclosed to us.
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- Identifying and ensuring that such nonattest complies with the laws and regulations.

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the JWB's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the JWB's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

COMMUNICATIONS

At the conclusion of the audit engagement, we may provide the JWB's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the JWB make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of the JWB. Such matters include (1) our responsibility under GAAS and *Government Auditing Standards*; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the JWB; (4) the process used by JWB's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with the JWB's management concerning a financial accounting, reporting or auditing matter that

could be significant to the financial statements; (7) our views about matters that were the subject of the JWB's management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with the JWB's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with the JWB's management related to the performance of the audit.

We have attached a copy of the report on our most recent peer review.

OTHER MATTERS

Cybersecurity

The purpose, and therefore the scope, of an audit is to express an opinion on the fairness of presentation of the financial statements, taken as a whole, in accordance with accounting principles generally accepted in the United States. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control, including any cybersecurity controls. Accordingly, we will express no such opinion or provide any form of assurance relating to cybersecurity as part of the services in this engagement letter.

Access to working papers

Unless F.S. 119, requires disclosure of the working papers, the working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives ("Regulators") or in response to a public records request ("Requestor") under Florida law or pursuant to other applicable law or regulations. If requested, access to the documentation will be provided to the Regulators or Requestor as required by law. The Regulators or Requestors may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators and Requestors access to and copies of documentation as required by law. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the JWB 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 you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the JWB, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the JWB, and other third party providers utilized by either party in connection with the engagement.

Subpoenas

In the event we are requested or authorized by the JWB, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the JWB, the JWB will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution procedures

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Independent contractor

Each Party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency or fiduciary relationship.

No third party beneficiaries

The Parties do not intend to benefit any third party by entering into this Agreement, and nothing contained in this Agreement confers any right or benefit upon any person or entity who or which is not a signatory of this Agreement.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the JWB's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden JWB requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee

does not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the JWB is unable to provide such schedules, information and assistance, the Firm and the JWB will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the JWB will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the JWB with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, the Firm and the JWB will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the JWB at this time, but do not include any time related to the application of new auditing or accounting standards that impact the JWB for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing and extent of our planned audit procedures and will communicate with the JWB concerning the scope of the additional procedures and the estimated fees.

The JWB agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the JWB will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the JWB and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.



February 23, 2021

Ms. Beth Houghton
Pinellas Core Management Services
14155 58th Street North
Clearwater, FL 33760

Dear Ms. Houghton:

Thank you for choosing Cherry Bekaert LLP ("Cherry Bekaert"/the "Firm"/"we"/"us") to provide tax services to Pinellas Core Management Services (hereafter referred to as the "Exempt Organization"/"you"/"PCMS"). This engagement letter (including the attached Consent to Disclose Form and Engagement Letter Terms and Conditions, which are incorporated herein by reference) between the Exempt Organization and Cherry Bekaert ("Letter") sets forth the nature and scope of the services we will provide, the Exempt Organization's required involvement and assistance in support of our services, and the related fee arrangements.

Summary of Services

We will provide the following services to the Exempt Organization for the tax year ending September 30, 2020:

- Prepare 2019 federal Form 990 information return with supporting schedules.

We are responsible only for the tax services listed above. All other tax returns or filings are to be prepared or performed by you or another third party. Any additional services and/or advice that you may request subsequent to the execution of this agreement and that we agree to provide (including but not limited to routine questions or planning matters) will be invoiced under our customary billing practices outlined below.

Tax Return Due Dates

In order to properly schedule our staff and complete your tax returns and other applicable services in a timely manner, we must receive all material information pertaining to your returns at least four weeks prior to the original or extended due date of your returns, or requested date to receive a draft of the returns, as applicable. If you foresee an issue with providing the information in this timeframe, please contact us to discuss. Failure to timely submit information to our office may result in our inability to complete your tax returns or prepare extensions in a timely and correct manner, and could result in late filing or late payment penalties and interest, none of which will be our responsibility. Furthermore, if we are not contacted by you at least one week prior to the original due date of the returns, we will assume that we are no longer engaged to prepare the tax returns or extensions, or perform any other tax services, until you notify us and we mutually agree otherwise.

Management Responsibilities

It is our understanding that you are the person responsible on behalf of the Exempt Organization for the services provided pursuant to this Letter, and as such, you are the appropriate person for us to contact to request any additional information and to receive any report or work product from us.

By signing below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for maintaining all financial records and establishing and maintaining internal controls, including monitoring ongoing activities.

The Exempt Organization agrees to take responsibility for providing, in a timely manner, schedules and supporting information, and assistance, including timely communication of all significant accounting and tax matters, as is normal and reasonable in the circumstances.

Tax Return Filing

Management has the final responsibility for the Exempt Organization's tax filings. Please review the returns carefully before they are filed. The Exempt Organization's tax returns will be electronically filed ("e-filed") where required or allowable by the applicable taxing authorities. You are responsible for submitting to us the appropriate signed e-file authorization forms in time for us to meet all tax return filing deadlines. **In accordance with federal and state law, we cannot release any tax returns for e-filing until we are in receipt of your signed e-file authorization forms plus any other documentation required by law for e-filing.**

To the extent any returns are paper filed, management remains responsible for filing/mailing all necessary documents. We assume no responsibility for the filing or mailing of any paper tax returns, tax forms, disclosures, or statements with taxing authorities. Additional documentation requirements and/or fees may apply for paper filed returns.

The Firm assumes no responsibility for the payment of any amounts due, regardless of filing method.

Professional Standards

The services under this agreement will be provided in accordance with applicable professional standards, including Treasury Department Circular 230, the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants, and the tax preparer penalty standards of Internal Revenue Code ("IRC") Section 6694 and the regulations thereunder.

In the performance of our professional services, these standards impose on us certain obligations that may require us to act contrary to what you may believe is in the Exempt Organization's best interest. As a result, we will not enter into a fiduciary relationship with the Exempt Organization and the Exempt Organization should not impose on us special confidence that we will conduct this engagement with only the Exempt Organization's interest in mind. Accordingly, you understand that no fiduciary relationship will be created by this engagement.

Fees

The IRS and U.S. Treasury continue to issue guidance to implement the Tax Cuts and Jobs Act of 2017 ("TCJA"), including new and revised tax forms, Proposed and Final Regulations, and Revenue Rulings and Procedures (collectively, "TCJA guidance"), all of which may increase this year's data

gathering, analysis, and tax return reporting under TCJA. Also, please be aware there are requirements for tax basis capital account reporting for partnerships and S corporation shareholders. The time required to comply with these requirements may lead to increased fees for these returns.

Our fees are based on anticipated full cooperation from the Exempt Organization's management. Further, we assume that unexpected circumstances will not be encountered, and that there will be minimal increases in the Exempt Organization's activity from the prior year. When and if for any reason the Exempt Organization is unable to provide schedules, information, and/or assistance necessary to perform the services described above, Cherry Bekaert and the Exempt Organization will mutually revise the fees to reflect additional services.

Our fees are also based on tax law effective as of the date of this **Letter** and known to apply to the Exempt Organization at this time. If new tax laws are issued subsequent to the date of this **Letter** and are effective for the tax year referred to above, we will estimate the impact of any such laws on the nature, timing, and extent of our planned tax services, and will communicate with you concerning the scope of any additional work needed and estimated fees.

In providing our services, we will consult with the Exempt Organization with respect to tax matters or other significant business issues as permitted by professional standards. Accordingly, time necessary for a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or tax work beyond that amount, Cherry Bekaert and the Exempt Organization will agree to an appropriate revision in our fees.

Our fees for the services described above are as follows:

Form 990	\$ 2,500
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This fee anticipates that the 990 Checklist used to gather the information necessary to prepare the return will be completed thoroughly by the Exempt Organization, with all supporting documentation. In addition, this fee covers the time incurred to revise the return after the Exempt Organization's initial review and to provide up to two drafts of the return prior to filing.

Fees will be billed periodically as charges are incurred. All invoices are payable upon presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

Fees for services not described above, and that are not subject to a separate arrangement, will be based upon our customary billing practices at the time of the engagement, which contemplate the professional services we render and any expenses incurred. These fees will be billed periodically as charges are incurred.

Indemnity

PCMS agrees to be fully responsible for all claims arising out of its own acts of negligence or misrepresentations or its respective employees' and directors misrepresentations or acts of negligence when acting within the scope of their employment and agrees to be liable for any damages proximately caused thereby; provided however, that PCMS's liability is subject to the monetary limitations and defenses imposed by F.S. 768.28. Nothing herein is intended to serve as a waiver of sovereign immunity by PCMS, nor shall anything herein be construed as consent by PCMS to be sued by any third party for any cause or matter arising out of or related to this Agreement except to the extent provided by F.S. 768.28.

Public Records

PCMS is subject to Florida's Public Records Law, which includes provisions relating to records retention, production and confidentiality. For purposes of this section, Cherry Bekaert is also referred to as Contractor.

If the contractor has questions regarding the application of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at PCMS, by phone at (727) 453-5677, by email at communications@jwbpinellas.org, or by mail at 14155 58th Street north, #100; Clearwater, FL 33760.

Contractors acting on behalf of PCMS must comply with 119.0701 and must:

1. Keep and maintain public records required by PCMS to perform the service.
2. Upon request from PCMS's custodian of public records, provide PCMS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to PCMS all public records in possession of Contractor or keep and maintain public records required by PCMS to perform the service. If the Contractor transfers all public records to PCMS upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintain public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to PCMS, upon request from PCMS's custodian of public records, in a format that is compatible with the information technology systems of PCMS.

In addition, Contractors should be aware that social security numbers are confidential and exempt from disclosure (119.071(5)) and personal identifying information of a child or the parent or guardian of the child held by PCMS or service contractor under contract with PCMS is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Contractor should be cognizant exist. However, for all Contractors, any and all contracts between PCMS and Contractor, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Contractor and PCMS are generally public records and will be disclosed in the sole discretion of PCMS and must be retained in accordance with Florida's record retention policy. Contractors should not provide any documents to PCMS containing Trade Secrets, as defined by F.S. 812.08, or exempt or confidential and exempt information to PCMS without specifically marking such document. By submitting any documents or information whatsoever to PCMS, Contractor agrees that PCMS may use and disclose all information and documents submitted for any purpose PCMS sees fit and that it is within PCMS 's sole discretion to determine if any information submitted is exempt from disclosure. Any Contractor who receives a Public Records request for records pertaining to PCMS

or services funded by PCMS, must advise PCMS within two (2) business days of the records request and PCMS and Contractor will work together to respond to any such request. This provision shall survive termination of this Agreement.

Other Provisions

This engagement letter, including the attached Engagement Letter Terms and Conditions and any Exhibits, sets forth the entire understanding between the Exempt Organization and Cherry Bekaert regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. Any subsequent changes to the terms of this Letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this Letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

If the foregoing and the attached Consent to Disclose Form and Engagement Letter Terms and Conditions are in accordance with your understanding, please sign a copy of this Letter in the space provided and return it to us in paper form or by electronic transmission. The terms, fees, and conditions listed herein will expire 60 days from the date of this Letter if unsigned, unless Cherry Bekaert, at its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this Letter for your files.

We want to express our appreciation for this opportunity to be of service to you. If you have any questions or concerns regarding this Letter or the attached Terms and Conditions, please do not hesitate to contact us.

Sincerely,



Cherry Bekaert LLP

Attachments: Consent to Disclose Form
Engagement Letter Terms and Conditions

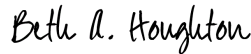
ACCEPTED BY:

Beth A. Houghton

Printed Name

CEO

Title / Entity



Signature

2/26/2021 | 1:39 PM EST

Date

Consent to Disclose or Use Tax Return Information Form

In accordance with federal law and Treasury regulations, we are seeking your permission to use your name as a current Cherry Bekaert client and/or reference and to share your contact information with Cherry Bekaert's mail and email delivery providers so that you may receive Cherry Bekaert newsletters, bulletins, and surveys, and other Firm information, as appropriate. Details are listed in item 1 below.

We are also requesting permission to share your name, contact information, and tax return information with one or more of our non-tax service providers within Cherry Bekaert LLP or with one or more of our affiliated consulting businesses in order to recommend consulting services to you in addition to tax return preparation services. Details are listed in item 2 below.

Please note that under no circumstance do we provide personal information to non-Cherry Bekaert companies for the purpose of soliciting any third-party product or service.

Federal law requires this consent form be provided to you. Unless otherwise authorized by law, we cannot disclose to third parties or use your tax return information for purposes other than the preparation and filing of your tax return without your consent. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution.

By signing this Letter, you are agreeing to the terms on this Consent to Disclose Form. You have the right to opt out of any specific use or disclosure by striking it from the list of items in 1. (a - f); or 2. (a - d) below.

1. Intended Purpose for Which Consent is Furnished: To use Exempt Organization's name and basic contact information for marketing purposes, including the following specific uses and disclosures:
 - a. To be listed in proposals for new work as a representative client of Cherry Bekaert,
 - b. To be held out as a client of Cherry Bekaert to the general public, including prospective and targeted clients,
 - c. To be held out as a reference for existing, prospective, or targeted clients of Cherry Bekaert,
 - d. To be contacted to provide marketing testimonials that may be published on our website or promotional publications, or outside trade publications or newspapers, and if so agreed, to the actual publication of such,
 - e. To send to you by any medium: Firm newsletters, surveys, press releases, information concerning Firm seminars and non-tax-related services, and any other communication sent to some or all of Cherry Bekaert's clients, and
 - f. To disclose basic contact information to specific third-party mail and email delivery providers for the distribution of items in (e) above. All Cherry Bekaert mail lists are subject to and protected by strict confidentiality agreements with third-party vendors.

Specific Recipients of Disclosed Information: Third-party mail and email distribution providers, and the general public, specifically clients and prospective clients of Cherry Bekaert

Specific Tax Return Information Authorized to be Disclosed or Used: This consent covers your name, basic contact information, and general industry information to be used in the manner described above. The context in which your information is disclosed or used may create an inference as to the general size or structure of your business. However, no specific financial information will be disclosed unless this information is already available to the general public or you otherwise authorize.

2. Intended Purpose for Which Consent is Furnished: To use Exempt Organization's name, basic contact information, and tax return information for the following specific uses:
 - a. To make referrals for non-tax services within Cherry Bekaert LLP,

- b. To make referrals to Cherry Bekaert Wealth Management, LLC regarding consulting services for qualified and non-qualified retirement plans or other financial advisory services,
- c. To make referrals to THInc IT LLC regarding consulting services for information systems, data technology, processes and procedures, and other similar services, and
- d. To make referrals to Cherry Bekaert Benefits Consulting regarding consulting services for compensation and benefits strategies and risk management planning and other similar services.

Specific Recipients of Disclosed Information: Personnel employed by Cherry Bekaert LLP and each of the three Cherry Bekaert affiliates identified above

Specific Tax Return Information Authorized to be Disclosed or Used: This consent covers your name, basic contact information, and general industry information, and may also include ownership structure and all information from your federal tax return.

Duration of Consent:

The consents above are valid until revoked, unless you list an expiration here: _____

The requested tax return information will not be disclosed or used by Cherry Bekaert for any purpose other than that stated above, unless otherwise permitted under 26 C.F.R. §301.7216-2.

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter ("Letter") and should be read in their entirety in conjunction with your review of the Letter.

Tax Return Responsibilities

Management of the Exempt Organization is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. The Exempt Organization will furnish us with all the information required for preparing the returns. We are not required under professional standards to, nor will we, audit or verify the data you submit to us, although we may ask you to clarify it or furnish us with additional data. Because you have final responsibility for the returns, you should review them carefully before you sign and file them.

Management of the Exempt Organization is responsible for maintaining proper records in accordance with tax laws to substantiate all items of income and deductions you provide to us for the preparation of tax returns. These include, but are not limited to, charitable contribution substantiation, records required under IRC Section 274 to support travel, entertainment, gifts, and related expenses, and documentation required under IRC Section 482 transfer pricing regulations. If you have any questions as to the type of records required, please ask us for advice in that regard.

Our work, in connection with the preparation of your income tax returns and other tax services identified in the Letter, does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist. We will render such accounting and bookkeeping assistance only as is necessary for preparation of the income tax returns.

Foreign Bank Account Reporting and Foreign Financial Asset Disclosure

If the Exempt Organization has a financial interest in any foreign account(s), you are responsible for providing our Firm all information necessary to prepare any applicable informational returns required by the Department of the Treasury under Foreign Bank Account Reporting regulations. If you do not provide our Firm with such information, we will not prepare any of the required disclosure statements. Failure to disclose the required information to the Department of the Treasury may result in substantial civil and/or criminal penalties.

Even if information related to foreign transactions may otherwise appear in our records, **Cherry Bekaert will not assist in fulfilling these requirements unless specifically engaged.**

Other Tax Filings and Services

The Exempt Organization is responsible for providing us the information necessary to:

- Prepare any international, state, or local tax forms or returns outlined above in the Summary of Services, and/or
- Identify applicable federal and state tax credits.

Unless we are specifically engaged to do so, we will not perform any nexus or other similar study to determine international, state, or local tax form or return filing requirements that the Exempt Organization may have, nor will we perform a detailed analysis of federal or state credits for which the Exempt Organization is eligible but is not currently claiming. In light of many legislative changes to state income tax nexus laws, we recommend that Management periodically undertake a nexus review of any unrelated business income activities.

The Exempt Organization maintains sole responsibility for meeting any:

- Foreign country tax or reporting requirements,
- Transfer Pricing documentation requirements,
- State and local sales and use tax requirements,
- State or local requirements for reporting unclaimed property, and/or

- Affordable Care Act reporting requirements.

Cherry Bekaert will not assist in fulfilling these requirements unless specifically engaged.

Please note that if the Exempt Organization has a tax filing requirement in a given foreign, state, or local jurisdiction but does not file the required tax return(s) or other report(s), it is possible that the non-filing could have adverse ramifications. If you would like more information on this matter, please let us know.

Listed and Reportable Transaction Disclosure

The regulations under IRC Section 6662 require the disclosure of listed and reportable transactions, including "tax shelters." Failure to disclose the required information may result in severe penalties. If the Exempt Organization has entered into any business arrangements that would require disclosure under Treasury Regulation Section 1.6011 or IRC Section 6662, you are responsible for providing our Firm all information necessary to prepare any applicable tax return disclosures. If you do not provide our Firm with such information, we will not prepare any required disclosure statement(s), nor will we be responsible for any penalties that may be assessed.

Tax Return Matters

We will use our professional judgment in preparing tax returns and providing other tax services identified in the Letter. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on the tax return. We will follow the position you request on the return so long as it is consistent with tax codes and regulations and interpretations that have been promulgated, including the tax return preparer standards. If the Internal Revenue Service or other taxing authority should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties or assessments.

The law provides for penalties to be imposed when taxpayers make a substantial understatement of their tax liability. If you would like information on the amount or circumstances of these penalties, or how they relate to the tax return preparer penalties, please contact us.

This engagement does not include responding to government inquiries, notices, or examinations. In the event of a government audit or examination, we highly recommend that you consult with us prior to responding to the taxing authority. Any proposed adjustments by an examining agent are subject to certain rights of appeal. We will be available upon request to represent you in such matters regarding the returns described in the Summary of Services section of this Engagement Letter, and will render invoices for the professional services and expenses incurred under our customary billing practices in effect at that time.

A taxpayer may authorize the IRS and state taxing authorities to discuss the taxpayer's tax return with the tax professional who signed the return as the "preparer." With this authorization, the tax return preparer may: (1) provide information that may be missing from your return, (2) call to inquire on the processing of your return or the status of a refund, or (3) respond to notices relating to mathematical errors, offsets, and return preparation. As a business practice, we routinely check the "yes" box in the signature area of the tax return that makes an irrevocable election to grant this authority for that specific tax return. The authorization is valid for one year after the due date for filing the tax return. If you do not wish to grant this authority, please notify us.

Substantial Authority Penalty Standard

The Emergency Economic Stabilization Act of 2008 equalized the tax return preparer penalty standard to your standard as a taxpayer at "substantial authority" for undisclosed tax return positions. The "substantial authority" standard is generally interpreted as having a 40% chance of being sustained on its merits. We will advise you to disclose any tax return position that we believe does not meet the substantial authority standard. In the event that we advise you to disclose a tax return position that, in our professional judgment, will not meet the "substantial authority" standard and you refuse to disclose the position, we reserve the right to stop work and shall not be liable to the Exempt Organization for any damages that occur as a result of

ceasing to render services. You will be responsible for any charges incurred through the date we stop work on the Exempt Organization's tax return.

Tax Professional - Client Privilege

Federal law and state law, where applicable, have extended the attorney-client privilege to some, but not all, communications between a client and the client's tax professional. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

Taking advantage of privilege requires specific and deliberate actions on our part, including the creation of separate engagement letters, billing records, and files with restricted access. As a general business practice, we will not incur the significant additional costs to execute these actions to preserve privilege for communications that would otherwise qualify, unless you specifically request us to do so.

When we are requested to take actions to preserve privilege for communications with the Exempt Organization, such confidentiality privilege can be inadvertently waived if you, or another representative of the Exempt Organization, discuss the contents of our communications with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact your legal counsel before releasing any privileged information to a third party.

If we are asked to disclose any privileged communication, unless we are required or permitted to disclose the communication by law, we will not provide such disclosure until the Exempt Organization has had the opportunity to argue that the communication is privileged. The Exempt Organization agrees to pay any and all reasonable expenses that we incur, including legal fees, that are a result of our attempts to protect any communication as privileged.

The above discussion regarding privilege does not override responsibilities the Exempt Organization has under Internal Revenue Code Section 6104(d) regarding the public disclosure requirements associated with the Exempt Organization's Form 990. In addition, the privilege discussion of the previous paragraphs does not override any public inspection rules associated with your tax returns as provided for under Cumulative Bulletin Notice 88-120, 1988-2 CB 454.

Electronic Transmittals

During the course of our engagement, we may electronically transmit confidential information to each other, within Cherry Bekaert, and to other entities engaged by either party. Electronic transmissions via email, Client Portal, and other means may be subject to unauthorized interception. You agree to the use of email, Client Portal, and other electronic methods to transmit and receive information, including confidential information between Cherry Bekaert, the Exempt Organization, and other third-party providers utilized by either party in connection with this engagement.

Confidentiality and Access to Working Papers

We are required by professional standards and federal law to keep all information about our engagement confidential, so we will not disclose any information about the Exempt Organization unless we have your approval through written consent or are required by F.S. 119 or other law or otherwise permitted by law. This applies even if the Exempt Organization is no longer a client.

The working papers and related documentation for this engagement are the property of Cherry Bekaert and constitute confidential information. Any requests for access to our working papers will be discussed with you prior to making them available to requesting parties unless F.S 119 requires disclosure of the working papers.

Subpoenas

In the event we are requested or authorized by you or required by governmental regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement with the Exempt Organization, the Exempt Organization will, so long as we are not a party to

the proceeding in which the information is sought, reimburse us at standard billing rates for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request.

Record Retention

We are committed to the safekeeping of the Exempt Organization's confidential information, and we maintain physical, electronic, and procedural safeguards to protect this information. In general, it is our Firm's policy to keep copies of tax returns, working papers, and other records related to this engagement for no more than seven years from the date we issue your tax returns.

It is the Exempt Organization's responsibility to retain all the documents and data that form the basis of income and deductions reported in the tax returns. As a business practice, we do not regularly make copies for our files of all client documents provided to us when preparing tax returns. Your original records will be returned to you at the end of this engagement. Because our working papers and files are not a substitute for the original records, you should store your records in a secure manner.

Third-Party Service Provider

In the normal course of providing tax services, we may on occasion use the services of an independent contractor, a temporary or loaned employee, or a non-affiliated technology vendor, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care.

When we share confidential information about you with third parties, we remain committed to maintaining the confidentiality and security of your information. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We may disclose confidential information required to complete your current year income tax returns for the purpose of offshore data entry services and return preparation. By executing this Letter, you are authorizing disclosure of your information to third party service providers located outside of the United States.

In the event we intend to utilize third parties who will provide services that involve substantive determination or advice affecting your tax liability, we will request your prior approval through a separate written consent.

Investment Advice

Unless otherwise specifically agreed to, our advice concerning a particular investment shall be limited to advising the Exempt Organization with regard to the tax ramifications of the investment. It shall not include advising the Exempt Organization regarding the economic viability or consequences of the investment or whether or not the Exempt Organization should make the investment. Our advice regarding the tax ramifications of the investment shall be based on the documents and information that you provide us regarding the investment. It is specifically understood and agreed that we will not undertake any independent due diligence investigation regarding the investment and that we may rely on the accuracy of the documents and information that you provide us in rendering our opinion about the tax ramifications of the investment.

Terms and Conditions Supporting Fee

The Exempt Organization agrees to pay all costs of collection (including reasonable attorneys' fees) that Cherry Bekaert may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to: (a) suspend the performance of our services, (b) change the payment conditions under this Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Exempt Organization will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

Dispute Resolution Procedures

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Independent Contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No Third-Party Beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.