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April 7, 2021

Tulare Public Cemetery District
900 East Kern Avenue
Tulare, California 93274

Thank you for contacting us to do your accounting work and to provide QuickBooks consulting services. In accordance with requirements of our professional liability insurance carrier, this letter will set forth the work which we will do and the responsibility which we assume for you.

This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please call to discuss this letter before you sign it.

Under our present agreement with you, we will perform the following services:

- Prepare monthly payroll in your QuickBooks from the timecard program and other related payroll documents provided by you,
- Reconcile your Tulare County funds back to detail provided by Tulare County, and to your Bank of the Sierra checking account statements on a monthly basis,
- Prepare quarterly and annual payroll reports,
- Print monthly balance sheets, profit and loss statements, payroll summaries, budget to actual reports, and bank statement reconciliations from QuickBooks for board review,
- Assist staff with quarterly sales tax reports, as requested by staff,
- Perform these services either in your office or ours, whichever is more convenient, however in your office would be more productive to have all documents and your staff available when needed,
- Provide QuickBooks consulting and training.

It is assumed that you and your employees will cooperate fully with us by furnishing us with information in usable form needed to complete the work outlined above.

You are responsible for management decisions and functions, and for designating a competent employee to oversee any bookkeeping services, payroll services, tax services, profit-sharing plan services, and other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

We will not be responsible for advising you with respect to independent contractor status as part of our services. If you have any questions regarding the classification of employees versus independent contractors, we strongly encourage you to consult with legal counsel experienced in employment practice matters.

We will not audit or otherwise verify data you submit, although we may ask you to clarify some information. We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretation of the law and what seem to be other supportable positions. We will resolve such questions in your favor if there is reasonable justification for the position taken.

We may perform standard bank reconciliation services solely to reconcile the amount of cash in bank on your books with the amount of cash in bank shown on the bank statement. This service is limited in scope and is neither designed nor intended to deter or discover fraud, embezzlements or any other irregularities.

When performing the standard bank reconciliation services we **DO NOT**:

- Look at individual checks,
- Examine signatures, payees or any other information on any individual check,
- Examine the signature cards on file with the bank or determine if the correct authorized individuals have signed the check,
- Determine whether payee information matches what is shown in your books,
- Perform any procedures to determine whether the checks are for appropriate expenses, or
- Supervise, audit or review accounting work.

We will be available to answer your inquiries on specific accounting and tax matters and to consult with you on these matters and on income tax planning. We will also, at your request, confer with you on tax planning, work with the taxing authorities on examinations, and perform other services.

In the event you need us to prepare financial statements for you, you will need to consult with us, in some cases, prior to the beginning of the year for which the financial statements are prepared. Generally, we can prepare, "compiled" financial statements for you with a minimum of requirements. However, if you need us to prepare "reviewed" or "audited" financial statements, you will typically need to contact us prior to the year for which you will need those type statements to make specific arrangements to meet the requirements applicable to them.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

Our fees for these services will be based on the amount of time required ranging from \$89 to \$113 per hour for those tasks previously listed, except for QuickBooks consulting performed by Lance Wilkins, which will be at \$112 per hour, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Any additional services will require a separate agreement and may be based on the amount of time required at our standard billing rates, adjusted for the difficulty and potential risk of the work, plus out-of-pocket costs. In that case, our billing rates do vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement.

All invoices will be due and payable upon presentation, and failure to pay them within a reasonable time (usually thirty (30) days), will relieve us from responsibility to perform further services. Financing charges will be added at 1.5 percent per month on all accounts unpaid over sixty (60) days after they are billed. Tulare Public Cemetery District acknowledges and agrees that we are not required to continue work in the event of Tulare Public Cemetery District's failure to pay on a timely basis for services rendered as required by this engagement letter.

Tulare Public Cemetery District further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of Tulare Public Cemetery District's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to Tulare Public Cemetery District for any damages that occur as a result of our ceasing to render services. We may require a retainer or retainers, which will be applied to current billings as billed. If we elect to terminate our services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

In addition, you further agree that in the event our firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by M. Green and Company LLP in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses including fees and costs for our time at our rates adjusted for the difficulty and potential risk of the work, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

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

In recognition of the relative risks and benefits of this agreement to both the client and the accounting firm, the client and the accounting firm have discussed and have agreed on the fair allocation of risk between them. As such, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the accounting firm to the client shall not be greater than the total fee for services rendered under this agreement. The client and the accounting firm intend and agree that this limitation applies to any and all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

As your CPA firm, we collect:

- Information provided by you from worksheets, documents and discussions.
- Information that we develop as part of your engagement.

As your CPA firm, we are required to keep all information about our engagement confidential so we will not disclose any information about you unless we have your approval or are required/permitted by law. This applies even if you are no longer a client.

As your CPA firm, we are committed to the safe keeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information.

The documentation for this engagement is the property of M. Green and Company LLP and constitutes confidential information. It is our company policy to keep records related to client engagements for seven years. However, M. Green and Company LLP (typically) does not keep any original client records, so we will return those to you at the completion of the services rendered under your engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven year period, M. Green and Company LLP may destroy our records related to your engagement.

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

We will be pleased to discuss this letter with you at any time.

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

Very truly yours,



M. GREEN AND COMPANY LLP
Certified Public Accountants

MLQ/ss
Enclosures

This letter correctly sets forth the understanding of Tulare Public Cemetery District.

Signed: _____

Title: _____