# ADVISORY BOARD OF DIRECTORS AGENDA

Regular Monthly Meeting Tuesday, February 9, 2021 at 5:30 pm



Due to the State of California's shelter in place orders our Advisory Board of Directors Meeting will be held remotely via Zoom Meetings (The Zoom platform is ADA compliant).

Due to the current closure of the district office, meeting materials may be obtained online at MORPD.com.

The public may attend and make a public comment by visiting: <a href="https://us02web.zoom.us/j/89646654858?pwd=NmtGU1NkQTJUdVpQNnlDVXQ2RmJoZz09">https://us02web.zoom.us/j/89646654858?pwd=NmtGU1NkQTJUdVpQNnlDVXQ2RmJoZz09</a>

You may also call in to 1-669-900-9128 (<u>long distance rates may apply</u>)
Meeting ID: 896 4665 4858, Passcode: 528079

At the beginning of the remote meeting the Board Clerk will ask if anyone wishes to comment on either a specific agenda item or an item not on the agenda but within the jurisdiction of the board. If you need assistance or have questions, please call Debra Tierney at 916-359-1601 prior to 4 pm.

Call to Order: 5:30 pm

**Pledge of Allegiance:** 

**Roll Call:** 

Chairperson's Comments: Board Comments/Discussion:

**Public Comment:** Members of the public may address the Board on District topics not listed on this agenda. It is a violation of state law for the Board to discuss or act on non-agenda items. Board members may only briefly ask clarifying questions or refer matters to staff. Speakers are limited to three (3) minutes.

#### \*Denotes agenda items with attached information

#### **Information:**

- 1. Mission Oaks Recreation and Park District (MORPD) Park Patrol Reports for January 2021 \*
- 2. Monthly Budget Report, December 1-31, 2020, Period 6 FY 2020-21 \*
- 3. Administrative Division Report \*
- 4. Recreation Division Report \*
- 5. Parks Division Report \*
- 6. Personnel Committee Report

#### **Consent:**

7. Approval of January 12, 2021 Regular Board Meeting Minutes \*

**Advisory Board Members** 

#### **Action:**

- 8. Appointment of 2021 Advisory Board Officers and Committee position assignments \*
- 9. Approve Resolution 2021-01 Declaring that Governing Body Members and Volunteers Shall be Deemed to be Employees of the District for the Purpose of Providing Workers' Compensation Coverage for said Certain Individuals While Providing Their Services \*
- 10. Approve agreement for personal services to perform the Districts Audit \*

  Agreement to be provided prior to the meeting. \*Audit agreements added Feb. 9, 11:25 am.

#### **Staff Comments/Reports:**

**Next Regular Meeting:** Tuesday, March 9, 2021. As of the date of this notice, social distancing measures are in effect due to the COVID-19 pandemic. Parties interested in participating in the public hearing should visit the District's website at <a href="https://www.morpd.com/advisory-board-meetings">https://www.morpd.com/advisory-board-meetings</a> for current information on how to provide public comment.

Mission Oaks Recreation and Park District does not discriminate against persons with disabilities and offers an accessible facility. If you wish to attend this meeting and will require assistance to participate, please contact Debra Tierney at 916-359-1601 no later than 24 hours prior to the meeting.

This agenda was posted and available for public review at the District Office, 3344 Mission Avenue, Carmichael, CA 95608; at Mission Oaks Community Center, 4701 Gibbons Dr., Carmichael, CA 95608; and at Swanston Community Center, 2350 Northrop Way, Sacramento, CA 95825 at least 72 hours in advance of the Regular Meeting, in accordance with the Ralph M. Brown Act. The agenda is also available online at MORPD.com. Signed February 6, 2021, Debra Tierney, Clerk of the Board.



# **STAFF REPORT**

DATE: February 5, 2021

TO: MORPD Advisory Board of Directors

FROM: J.R. Hichborn, Parks Superintendent

SUBJECT: Park Patrol Reports for January 2021

# Fulton El Camino Park Police Patrol Logs



#### **Ashton Park**

No issues in January

#### Cowan Park

No issues in January

#### **Eastern Oak Park**

#### **Parking Citations Issued**

1) Date/Time: 2021-01-18 16:21

V1: 4000(a) CVC No current registration

#### Gibbons Park

#### **Notice to Appear Issued**

1) Date/Time: 2021-01-26 07:47

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

#### **Parking Citations Issued**

1) Date/Time: 2021-01-18 16:34

V1: 4000(a) CVC No current registration

#### **Hazelwood Greens**

#### **Notice to Appear Issued**

1) Date/Time: 2021-01-25 17:22

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

**2)** Date/Time: 2021-01-26 08:31

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

**3)** Date/Time: 2021-01-27 14:10

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

#### **Maddox Park**

#### **Notice to Appear Issued**

1) Date/Time: 2021-01-25 16:44

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

#### **Parking Citations Issued**

1) Date/Time: 2021-01-18 15:57

V1: 4000(a) CVC No current registration

#### **Mission North Park**

#### **Notice to Appear Issued**

1) Date/Time: 2021-01-26 08:11

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

**2)** Date/Time: 2021-01-27 13:46

Violation 1: 14601.1(a) CVC Suspended License, Severity: Mis

Violation 2: 16028(a) CVC No Insurance, Severity: Inf

Violation 3: 4000(a) CVC No current registration, Severity: Inf

#### Oak Meadow Park

No issues in January

#### **Off Property**

#### Notice to Appear Issued

1) Date/Time: 2021-01-16 20:35

Violation 1: 22350 CVC Basic speed law, Severity: Inf

**2)** Date/Time: 2021-01-22 20:55

Violation 1: 14601.1(a) CVC Suspended License, Severity: Mis Violation 2: 24603(e) CVC Rear Brake Lights, Severity: Inf

Violation 3: 602 WI Ward of the Court - Delinquent Minor, Severity: Inf

#### **Onsite Arrests Made**

1) Date/Time: 2021-01-10 17:05

V1: 10851 CVC Auto Theft Severity: Fel V2: 496(d) PC Stolen Property Severity: Fel V3: 2800.2 CVC Evading - Fel Severity: Fel V4: 2800.1 CVC Evading - Misdo Severity: Mis

**2)** Date/Time: 2021-01-10 17:05

V1: 10851 CVC Auto Theft Severity: Fel

V2: 496(d) PC Stolen Property Severity: Fel V3: 2800.2 CVC Evading - Fel Severity: Fel V4: 2800.1 CVC Evading - Misdo Severity: Mis

**3)** Date/Time: 2021-01-10 17:05

V1: 11377(a) HS Possession of a controlled substance Severity: Mis

V2: 2800.4 CVC Evading - Wrong Way (Fel) Severity: Fel

#### **Orville Wright Park**

No issues in January

#### Shelfield Park

No issues in January

#### Sierra Oaks

No issues in January

#### **Swanston Park**

#### Notice to Appear Issued

1) Date/Time: 2021-01-18 15:16

Violation 1: 16028(a) CVC No Insurance, Severity: Inf Violation 2: 12500(a) CVC Unlicensed Driver, Severity: Mis

2) Date/Time: 2021-01-27 14:50

Violation 1: 9.36.061(a)(4) SCO Animal leash, Severity: Inf

#### **Parking Citations Issued**

1) Date/Time: 2021-01-18 15:04

V1: 22507.8(a) CVC Unlawful parking in disabled space

V2: 4000(a) CVC No current registration

2) Date/Time: 2021-01-18 15:11

V1: 4000(a) CVC No current registration

3) Date/Time: 2021-01-18 15:40

V1: 5200(a) CVC Display of two license plates required

#### Valley Oak Park

No issues in January

#### Windemere Park

No issues in January

Fiscal Year 2020-2021

Period 6

	GENERAL FUND	- 3	36A		
EXPENSES	BUDGET		ACTUAL	AVAILABLE	CONSUMED
SALARIES AND EMPLOYEE	\$ 2,431,007.00	\$	1,132,635.03	\$ 1,298,371.97	46.6%
SERVICES AND SUPPLIES	\$ 1,179,560.00	\$	469,528.17	\$ 708,569.22	39.9%
OTHER CHARGES	\$ 2,000.00	\$	989.78	\$ 1,010.22	49.5%
BUILDINGS	\$ 425,000.00	\$	71,562.96	\$ 353,437.04	16.8%
APPROPRIATION FOR CONTINGENCY	\$ 150,000.00	\$	-	\$ 150,000.00	0.0%
TOTAL EXPENSE	\$ 4,187,567.00	\$	1,674,715.94	\$ 2,511,388.45	40.0%
REVENUES	BUDGET		ACTUAL	AVAILABLE	CONSUMED
PROPERTY TAXES	\$ (2,917,303.00)	\$	(1,586,721.24)	\$ (1,330,581.76)	54.4%
REVENUE FROM USE OF M	\$ (62,500.00)	\$	543.00	\$ (63,043.00)	-0.1%
INTERGOVERNMENTAL REVENUE	\$ (143,350.00)	\$	(974.59)	\$ (142,375.41)	0.7%
CHARGES FOR SERVICES	\$ (476,440.00)	\$	(90,463.02)	\$ (384,743.68)	19.2%
MISCELLANEOUS REVENUE	\$ (40,000.00)	\$	(10,856.23)	\$ (26,251.41)	34.4%
TOTAL REVENUE	\$ (3,639,593.00)	\$	(1,688,472.08)	\$ (1,946,995.26)	46.5%
GRAND TOTAL	\$ 547,974.00	\$	(13,756.14)	\$ 564,393.19	-3.0%

ASSESSMENT FUND - 336B										
EXPENSES		BUDGET		ACTUAL		AVAILABLE	CONSUMED			
SERVICES AND SUPPLIES	\$	365,000.00	\$	201,682.27	\$	163,127.11	55.3%			
BUILDINGS	\$	702,627.00	\$	375,687.96	\$	326,939.04	53.5%			
EQUIPMENT	\$	75,000.00	\$	-	\$	75,000.00	0.0%			
TOTAL EXPENSE	\$	1,142,627.00	\$	577,370.23	\$	565,066.15	50.5%			
REVENUES		BUDGET		ACTUAL		AVAILABLE	CONSUMED			
REVENUE FROM USE OF M	\$	=	\$	(106.00)	\$	106.00	0.0%			
CHARGES FOR SERVICES	\$	-	\$	(5,150.00)	\$	5,150.00	0.0%			
MISCELLANEOUS REVENUE	\$	(1,027,346.00)	\$	(594,693.96)	\$	(432,652.04)	57.9%			
TOTAL REVENUE	\$	(1,027,346.00)	\$	(599,949.96)	\$	(427,396.04)	58.4%			
GRAND TOTAL	\$	115,281.00	\$	(22,579.73)	\$	137,670.11	-19.4%			

EXPENSE - COMMITMENT ITEM	BUDGET	ACTUAL	PENDING	AVAILABLE	CONSUMED
10111000 REGULAR EMPLOYEE	\$ 1,253,384.00	\$ 561,315.50	\$ -	\$ 692,068.50	44.8%
10112100 EXTRA HELP	\$ 371,570.00	\$ 167,087.18	\$ -	\$ 204,482.82	45.0%
10112400 COMMITTEE MEMBER	\$ 6,000.00	\$ 850.00	\$ -	\$ 5,150.00	14.2%
10113200 TIME/ONE HALF OT	\$ -	\$ 155.34	\$ -	\$ (155.34)	0.0%
10114300 ALLOWANCES	\$ 6,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	50.0%
10115200 TERMINAL PAY	\$ 15,000.00	\$ 25,740.78	\$ -	\$ (10,740.78)	171.6%
10121000 RETIREMENT	\$ 409,750.00	\$ 189,947.09	\$ -	\$ 219,802.91	46.4%
10122000 OASDHI	\$ 23,039.00	\$ 10,324.30	\$ -	\$ 12,714.70	44.8%
10123000 GROUP INS	\$ 239,334.00	\$ 99,264.18	\$ -	\$ 140,069.82	41.5%
10123002 DENTAL PLAN ER	\$ 31,284.00	\$ 11,494.50	\$ -	\$ 19,789.50	36.7%
10123003 LIFE INS - ER CO	\$ 371.00	\$ 154.00	\$ -	\$ 217.00	41.5%
10123004 VISION INS - ER	\$ 75,275.00	\$ 235.60	\$ -	\$ 75,039.40	0.3%
10124000 WORK COMP - ACP	\$ -	\$ 59,437.00	\$ -	\$ (59,437.00)	0.0%
10125000 SUI - ACP	\$ -	\$ 3,629.56	\$ -	\$ (3,629.56)	0.0%
* 10 - SALARIES AND EMPLOYEE	\$ 2,431,007.00	\$ 1,132,635.03	\$ -	\$ 1,298,371.97	46.6%
20200500 ADVERTISING	\$ 3,600.00	\$ 984.64	\$ -	\$ 2,615.36	27.4%
20201500 BLUE PRINT SVC	\$ -	\$ -	\$ -	\$ -	0.0%
20202100 BOOKS/PER SVC	\$ 200.00	\$ 15.99	\$ -	\$ 184.01	8.0%
20202900 BUS/CONFERENCE E	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.0%
20203500 ED/TRAINING SVC	\$ 2,000.00	\$ 856.00	\$ -	\$ 1,144.00	42.8%
20203600 ED/TRAINING SUP	\$ 500.00	\$ -	\$ -	\$ 500.00	0.0%
20203900 EMP TRANSPORTATI	\$ 3,725.00	\$ 420.38	\$ -	\$ 3,304.62	11.3%
20205100 INS LIABILITY	\$ 112,000.00	\$ 112,355.00	\$ -	\$ (355.00)	100.3%
20206100 MEMBERSHIP DUES	\$ 7,910.00	\$ 3,436.29	\$ -	\$ 4,473.71	43.4%
20206500 MICROFILM SVC	\$ 100.00	\$ 79.84	\$ -	\$ 20.16	79.8%
20206600 MICROFILM SUP	\$ 100.00	\$ -	\$ -	\$ 100.00	0.0%
20207600 OFFICE SUPPLIES	\$ 5,000.00	\$ 1,001.49	\$ -	\$ 3,998.51	20.0%
20208100 POSTAL SVC	\$ 11,500.00	\$ 587.60	\$ -	\$ 10,912.40	5.1%
20208101 METERED MAIL	\$ -	\$ 834.00	\$ -	\$ (834.00)	0.0%
20208500 PRINTING SVC	\$ 9,000.00	\$ 1,672.06	\$ -	\$ 7,327.94	18.6%
20210300 AGRI/HORT SVC	\$ -	\$ 742.00	\$ -	\$ (742.00)	0.0%
20211100 BLDG MAINT SVC	\$ 13,000.00	\$ (235.68)	\$ -	\$ 13,235.68	-1.8%
20211200 BLDG MAINT SUP/M	\$ 8,400.00	\$ 4,263.58	\$ -	\$ 4,136.42	50.8%
20212200 CHEMICAL SUPPLIE	\$ 625.00	\$ 46.80	\$ 	\$ 578.20	7.5%
20213100 ELECT MAINT SVC	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.0%
20213200 ELECT MAINT SUP	\$ 2,500.00	\$ 101.88	\$ -	\$ 2,398.12	4.1%
20214100 LAND IMP MAINT S	\$ 19,250.00	\$ 13,699.00	\$ -	\$ 5,551.00	71.2%
20214200 LAND IMP MAINT S	\$ 27,000.00	\$ 11,277.64	\$ -	\$ 15,722.36	41.8%

EXPENSE - COMMITMENT ITEM	BUDGET	ACTUAL	PENDING	AVAILABLE	CONSUMED
20215100 MECH SYS MAINT S	\$ 15,400.00	\$ 1,994.66	\$ -	\$ 13,405.34	13.0%
20215200 MECH SYS MAINT S	\$ 2,100.00	\$ 1,279.27	\$ -	\$ 820.73	60.9%
20216100 PAINTING SVC	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.0%
20216200 PAINTING SUP	\$ 2,500.00	\$ 474.93	\$ -	\$ 2,025.07	19.0%
20216700 PLUMBING MAINT S	\$ 6,500.00	\$ 3,953.83	\$ -	\$ 2,546.17	60.8%
20216800 PLUMBING MAINT S	\$ 10,700.00	\$ 4,976.98	\$ -	\$ 5,723.02	46.5%
20219100 ELECTRICITY	\$ 78,750.00	\$ 32,557.90	\$ -	\$ 46,192.10	41.3%
20219200 NAT GAS/LPG/FUEL	\$ 7,000.00	\$ 1,068.70	\$ -	\$ 5,931.30	15.3%
20219300 REF COLL/DISP SV	\$ 20,000.00	\$ 14,597.00	\$ -	\$ 5,403.00	73.0%
20219301 Street Sweeping-	\$ -	\$ 390.26	\$ -	\$ (390.26)	0.0%
20219500 SEWAGE DISP SVC	\$ 9,000.00	\$ 3,773.65	\$ -	\$ 5,226.35	41.9%
20219700 TELEPHONE SVC	\$ 23,000.00	\$ 15,924.96	\$ -	\$ 7,075.04	69.2%
20219800 WATER	\$ -	\$ 4,203.80	\$ -	\$ (4,203.80)	0.0%
20220500 AUTO MAINT SVC	\$ 7,000.00	\$ 6,210.69	\$ -	\$ 789.31	88.7%
20220600 AUTO MAINT SUP	\$ 2,100.00	\$ 1,181.71	\$ -	\$ 918.29	56.3%
20222600 EXPEND TOOLS	\$ 3,000.00	\$ 1,267.60	\$ -	\$ 1,732.40	42.3%
20222700 CELLPHONE/PAGER	\$ 7,000.00	\$ 5,354.30	\$ -	\$ 1,645.70	76.5%
20223600 FUEL/LUBRICANTS	\$ 17,000.00	\$ 10,885.74	\$ -	\$ 6,114.26	64.0%
20226200 OFFICE EQ MAINT	\$ 3,800.00	\$ 570.53	\$ -	\$ 3,229.47	15.0%
20226500 INVENTORIABLE EQ	\$ 25,000.00	\$ 11,626.14	\$ -	\$ 13,373.86	46.5%
20227100 RADIO/ELECT MAIN	\$ -	\$ -	\$ -	\$ -	0.0%
20227200 RADIO/ELECT MAIN	\$ -	\$ -	\$ -	\$ -	0.0%
20227500 RENT/LEASE EQ	\$ 19,800.00	\$ 7,780.08	\$ -	\$ 12,019.92	39.3%
20228100 SHOP EQ MAINT SV	\$ 500.00	\$ -	\$ -	\$ 500.00	0.0%
20229100 OTHER EQ MAINT S	\$ 250.00	\$ 481.70	\$ -	\$ (231.70)	192.7%
20229200 OTHER EQ MAINT S	\$ 500.00	\$ 772.07	\$ -	\$ (272.07)	154.4%
20231300 UNIFORM ALLOW	\$ 9,800.00	\$ 6,608.12	\$ -	\$ 3,191.88	67.4%
20231400 CLOTH/PERSONAL S	\$ 6,500.00	\$ 496.99	\$ -	\$ 6,003.01	7.6%
20232100 CUSTODIAL SVC	\$ 77,000.00	\$ 23,375.00	\$ -	\$ 53,625.00	30.4%
20232200 CUSTODIAL SUP	\$ 17,600.00	\$ 9,925.67	\$ -	\$ 7,674.33	56.4%
20233100 FOOD/CATERING SV	\$ -	\$ 26.50	\$ -	\$ (26.50)	0.0%
20233200 FOOD/CATERING SU	\$ 9,000.00	\$ 975.34	\$ -	\$ 8,024.66	10.8%
20234200 KITCHEN SUP	\$ 1,100.00	\$ 103.87	\$ -	\$ 996.13	9.4%
20244400 MEDICAL SUP	\$ 800.00	\$ 4,268.51	\$ -	\$ (3,468.51)	533.6%
20250500 ACCOUNTING SVC	\$ 2,700.00	\$ 137.39	\$ 1,462.61	\$ 1,100.00	59.3%
20250700 ASSESSMENT COLL	\$ 50,575.00	\$ -	\$ -	\$ 50,575.00	0.0%
20254100 PERSONNEL SVC	\$ 3,000.00	\$ 1,318.00	\$ -	\$ 1,682.00	43.9%
20254400 SAFETY PROGRAM S	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	0.0%
20257100 SECURITY SVC	\$ 115,200.00	\$ 50,969.06	\$ -	\$ 64,230.94	44.2%

EXPENSE - COMMITMENT ITEM	BUDGET	ACTUAL	PENDING	AVAILABLE	CONSUMED
20257101 EXT CO PRO INVES	\$ -	\$ 4,745.00	\$ -	\$ (4,745.00)	0.0%
20259100 OTHER PROF SVC	\$ 27,000.00	\$ 7,711.80	\$ -	\$ 19,288.20	28.6%
20281100 DATA PROCESSING	\$ 56,500.00	\$ 9,860.97	\$ -	\$ 46,639.03	17.5%
20281101 DTECH FEE	\$ -	\$ 1,618.19	\$ -	\$ (1,618.19)	0.0%
20281200 DATA PROCESSING	\$ 15,000.00	\$ 1,720.00	\$ -	\$ 13,280.00	11.5%
20281202 SOFTWARE	\$ -	\$ 8,828.09	\$ -	\$ (8,828.09)	0.0%
20281304 SALES TAX ADJ-BO	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.0%
20283100 JUROR FEES/MILEA	\$ -	\$ 14.99	\$ -	\$ (14.99)	0.0%
20283101 FEES	\$ -	\$ 1,933.19	\$ -	\$ (1,933.19)	0.0%
20285100 RECREATIONAL SVC	\$ 188,000.00	\$ 23,690.89	\$ -	\$ 164,309.11	12.6%
20285200 RECREATIONAL SUP	\$ 14,000.00	\$ 6,336.88	\$ -	\$ 7,663.12	45.3%
20285300 RECREATIONAL SUP	\$ 70,000.00	\$ 2,266.93	\$ -	\$ 67,733.07	3.2%
20287800 CREDIT CARD FEES	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.0%
20289800 OTHER OP EXP SUP	\$ 1,250.00	\$ 68.51	\$ -	\$ 1,181.49	5.5%
20289900 OTHER OP EXP SVC	\$ 3,950.00	\$ 1,451.25	\$ -	\$ 2,498.75	36.7%
20291100 DTECH LABOR - AC	\$ -	\$ 17,612.02	\$ -	\$ (17,612.02)	0.0%
20291500 COMPASS COSTS	\$ 3,775.00	\$ -	\$ -	\$ 3,775.00	0.0%
* 20 - SERVICES AND SUPPLIES	\$ 1,179,560.00	\$ 469,528.17	\$ 1,462.61	\$ 708,569.22	39.9%
30345000 TAX/LIC/ASSSESS	\$ 2,000.00	\$ 989.78	\$ -	\$ 1,010.22	49.5%
* 30 - OTHER CHARGES	\$ 2,000.00	\$ 989.78	\$ -	\$ 1,010.22	49.5%
42420100 BUILDINGS	\$ -	\$ -	\$ -	\$ -	0.0%
42420200 STRUCTURES	\$ 425,000.00	\$ 71,562.96	\$ -	\$ 353,437.04	16.8%
* 42 - BUILDINGS	\$ 425,000.00	\$ 71,562.96	\$ -	\$ 353,437.04	16.8%
79790100 CONTINGENCY APPR	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.0%
* 79 - APPROPRIATION FOR CON	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.0%
** TOTAL EXPENSE ACCOUNTS	\$ 4,187,567.00	\$ 1,674,715.94	\$ 1,462.61	\$ 2,511,388.45	40.0%

REVENUE - COMMITMENT ITEM	BUDGET	ACTUAL	PENDING	AVAILABLE	CONSUMED
91910200 PROP TAX CUR UNS	\$ (94,000.00)	\$ 0.28	\$ -	\$ (94,000.28)	-0.03%
91910300 PROP TAX CUR SUP	\$ (66,000.00)	\$ -	\$ -	\$ (66,000.00)	0.0%
91910400 PROP TAX SEC DEL	\$ (20,000.00)	\$ -	\$ -	\$ (20,000.00)	0.0%
91910500 PROP TAX SUP DEL	\$ (3,500.00)	\$ -	\$ -	\$ (3,500.00)	0.0%
91910600 PROP TAX UNITARY	\$ (58,000.00)	\$ (30,145.05)	\$ -	\$ (27,854.95)	52.0%
91912000 PROP TAX REDEMPT	\$ (100.00)	\$ -	\$ -	\$ (100.00)	0.0%
91913000 PROP TAX PR UNSE	\$ (1,500.00)	-	\$ -	\$ (1,500.00)	0.0%
91914000 PROP TAX PENALTI	\$ (350.00)	\$ -	\$ -	\$ (350.00)	0.0%
* 91 - TAXES	\$ (2,917,303.00)	\$ (1,586,721.24)	\$ -	\$ (1,330,581.76)	54.4%
94941000 INTEREST INCOME	\$ (35,000.00)	\$ (572.00)	\$ -	\$ (34,428.00)	1.6%
94942900 BLDG RENTAL OTHE	\$ (27,500.00)	\$ 1,115.00	\$ -	\$ (28,615.00)	-405.5%
94944800 RECREATIONAL CON	\$ =	\$ -	\$ -	\$ -	0.0%
* 94 - REVENUE FROM USE OF M	\$ (62,500.00)	\$ 543.00	\$ -	\$ (63,043.00)	-0.1%
95952200 HOME PROP TAX RE	\$ (26,500.00)	\$ -	\$ -	\$ (26,500.00)	0.0%
95953200 AID CO FUNDS	\$ (30,000.00)	\$ -	\$ -	\$ (30,000.00)	0.0%
95956900 STATE AID OTHER	\$ (86,850.00)	\$ (974.59)	\$ -	\$ (85,875.41)	1.1%
* 95 - INTERGOVERNMENTAL REVENUE	\$ (143,350.00)	\$ (974.59)	\$ -	\$ (142,375.41)	0.7%
96961406 GC 26828 WRT OF	\$ -	\$ 27.50	\$ -	\$ (27.50)	0.0%
96964600 RECREATION SVC C	\$ (446,440.00)	\$ (85,309.62)	\$ (172.40)	\$ (360,957.98)	19.1%
96969000 LEASE PROP USE C	\$ -	\$ (5,180.90)	\$ (1,060.90)	\$ 6,241.80	0.0%
96969900 SVC FEES OTHER	\$ (30,000.00)	\$ -	\$ -	\$ (30,000.00)	0.0%
* 96 - CHARGES FOR SERVICES	\$ (476,440.00)	\$ (90,463.02)	\$ (1,233.30)	\$ (384,743.68)	19.2%
97973000 DONATIONS/CONTRI	\$ (10,000.00)	\$ (150.00)	\$ -	\$ (9,850.00)	1.5%
97974000 INSURANCE PROCEE	\$ (10,000.00)	\$ (6,446.92)	\$ (1,485.92)	\$ (2,067.16)	79.3%
97979000 MISC OTHER	\$ (20,000.00)	\$ (4,259.31)	\$ (1,406.44)	\$ (14,334.25)	28.3%
* 97 - MISCELLANEOUS REVENUE	\$ (40,000.00)	\$ (10,856.23)	\$ (2,892.36)	\$ (26,251.41)	34.4%
** TOTAL REVENUE ACCOUNTS	\$ (3,639,593.00)	\$ (1,688,472.08)	\$ (4,125.66)	\$ (1,946,995.26)	46.5%
					-
*** GRAND TOTAL	\$ 547,974.00	\$ (13,756.14)	\$ (2,663.05)	\$ 564,393.19	-3.0%

EXPENSE - COMMITMENT ITEM	BUDGET	ACTUAL	PENDING	AVAILABLE	CONSUMED
20203100 BUSINESS TRAVEL	\$ -	\$ -	\$ -	\$ -	0.0%
20210300 AGRI/HORT SVC	\$ 235,000.00	\$ 108,282.55	\$ -	\$ 126,717.45	46.1%
20210400 AGRI/HORT SUP	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.0%
20219800 WATER	\$ 125,000.00	\$ 88,258.15	\$ -	\$ 36,741.85	70.6%
20283219 FARSI	\$ -	\$ 4,950.95	\$ -	\$ (4,950.95)	0.0%
20291900 GS CONTRACT SERV	\$ -	\$ 190.62	\$ 190.62	\$ (381.24)	0.0%
* 20 - SERVICES AND SUPPLIES	\$ 365,000.00	\$ 201,682.27	\$ 190.62	\$ 163,127.11	55.3%
42420100 BUILDINGS	\$ =	\$ -	\$ -	\$ -	0.0%
42420200 STRUCTURES	\$ 702,627.00	\$ 375,687.96	\$ -	\$ 326,939.04	53.5%
* 42 - BUILDINGS	\$ 702,627.00	\$ 375,687.96	\$ -	\$ 326,939.04	53.5%
43430100 EQUIPMENT-GOV'T	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.0%
* 43 - EQUIPMENT	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.0%
** TOTAL EXPENSE ACCOUNTS	\$ 1,142,627.00	\$ 577,370.23	\$ 190.62	\$ 565,066.15	50.5%

REVENUE - COMMITMENT ITEM	BUDGET	ACTUAL	PENDING	AVAILABLE	CONSUMED
94941000 INTEREST INCOME	\$ -	\$ (106.00)	\$ -	\$ 106.00	0.0%
* 94 - REVENUE FROM USE OF M	\$ -	\$ (106.00)	\$ -	\$ 106.00	0.0%
95953200 AID CO FUNDS	\$ -	\$ -	\$ -	\$ -	0.0%
95956900 STATE AID OTHER	\$ -	\$ -	\$ -	\$ -	0.0%
* 95 - INTERGOVERNMENTAL REV	\$ -	\$ -	\$ -	\$ -	0.0%
96969000 LEASE PROP USE C	\$ -	\$ (3,090.00)	\$ -	\$ 3,090.00	0.0%
96969900 SVC FEES OTHER	\$ -	\$ (2,060.00)	\$ -	\$ 2,060.00	0.0%
* 96 - CHARGES FOR SERVICES	\$ -	\$ (5,150.00)	\$ -	\$ 5,150.00	0.0%
97976200 ASSESSMENT FEES	\$ (1,027,346.00)	\$ (594,495.16)	\$ -	\$ (432,850.84)	57.9%
97979000 MISC OTHER	\$ -	\$ (198.80)	\$ -	\$ 198.80	0.0%
* 97 - MISCELLANEOUS REVENUE	\$ (1,027,346.00)	\$ (594,693.96)	\$ -	\$ (432,652.04)	57.9%
** TOTAL REVENUE ACCOUNTS	\$ (1,027,346.00)	\$ (599,949.96)	\$ -	\$ (427,396.04)	58.4%
*** GRAND TOTAL	\$ 115,281.00	\$ (22,579.73)	\$ 190.62	\$ 137,670.11	-19.4%

Period 6

# **STAFF REPORT**



DATE: February 5, 2021

TO: MORPD Advisory Board of Directors

FROM: Daniel Barton, District Administrator

SUBJECT: Administrative Division Report

#### STAFF DEMOGRAPHICS:

MORPD has 22 full time positions. Currently, 5 positions are vacant. Of the 17 employees, five (5) are Caucasian females; 12 are males; 10 Caucasian and two (2) Hispanic. Staff will begin recruiting soon for some of the vacant positions.

#### EASTERN OAK PARK INCIDENT:

Staff have contacted the Sacramento County Chaplain; she has been in contact with the family and are working on removing personal items left for a memorial at Eastern Oak Park and will relocate them to a location more appropriate for a memorial. I want to thank everyone for their help and guidance on this.

#### **COMMITTEE MEETINGS:**

- -Personal Committee meeting on February 2, 2021. Another meeting will be schedule towards the end of February.
- -Finance Committee will be meeting on February 11, 2021.
- -Facilities Committee will be meeting on February 10 at 6 pm.
- -Recreation Committee meeting should be scheduled for the end of February.

#### STORM:

January 26 the Sacramento area had a large storm blow in with winds gusting up to 65 mph. Several trees and branches fell as a result of the wind and rain. There were no personal injuries however, there was damage to buildings and it also knocked out our communications line at the District Office, in Mission North Park. We have reported this to CAPRI, our insurance provider, they will be handling reimbursements and working with the apartment owners with regards to damages sustained during the storm. The parks crew and our landscape service provider BrightView Landscape have been very busy cleaning up branches and trees for the past week. As of writing this report we nearly have all trees and large branches chipped up; cleaning of small branches is ongoing. Communications for the District have been restored; on a positive note we had our communications line replaced going into the District Office which needed to be done so communications should be improved. I will not have cost damages for a while however, our insurance should cover most, if not all the cost associated with the storm.

Pictures and remarks of damage the storm caused are below:

#### January 26, 2021 Storm Damage

#### **Swanston Park:**

Three trees came down on Tuesday, January 26 at Swanston Park. One of the trees was a large Redwood that fell onto neighboring townhomes. That tree was removed the following day. Because of the size and sensitivity of the tree, a certified arborist was required, staff assisted a BrightView Landscape team with removal.



The second tree fell on Northrop Avenue and was blocking the street to the point that no traffic could travel eastbound. This was the first tree to be removed by staff on Wednesday morning.



The third tree was along the fence line and fell into the Woodside townhome pool area.



#### **Mission North Park:**

One large Oak tree come down at Mission North Park near the District office. The tree took out communication lines and crashed into the neighboring apartments. Because of these circumstances, a certified arborist had to work with a linesman to safely remove the tree. The tree took down communications to and from the District server for six days.



#### Maddox Park:

Several large branches came down at Maddox Park. Staff was able to chip up the larger branches on Thursday and pile up the smaller branches away from the walkways and common areas. Staff chipped up all the remaining piles the following week.



#### Gibbons Park:

One large Oak tree and several large limbs came down at Gibbons Park. Staff was able to clean up the fallen limbs but have not yet removed the large Oak tree.



#### Valley Oak:

The playgrounds shade structure fabric was destroyed by the heavy winds. Several large and small limbs came down; however, no trees fell at Valley Oak Park during the storm.



#### Windemere:

A large limb came down at Windemere Park right next to Windemere Lane. Staff was able to remove all the fallen limbs from Windemere Park on Wednesday morning.



#### Sierra Oaks:

Two Redwood trees and several large branches came down at Sierra Oaks Park. Staff was able to remove one of the trees and all the fallen limbs the following week. Staff still needs to remove the last Redwood tree.



## Oak Meadow:

Several limbs came down from trees at Oak Meadow Park during the storm. One of the limbs destroyed a neighbor's fence. Staff removed all limbs but has not yet replaced the fence. Staff attempted to contact the homeowner but, the home appears to be vacant.





# STAFF REPORT

DATE: February 5, 2021

TO: MORPD Advisory Board of Directors

FROM: Danny Curtola, Recreation Supervisor

SUBJECT: Recreation Division Report

• 12 Virtual classes covering all ages

- Outdoor programming: Tennis, Jazzercise, Pickleball
- Virtual Preschool filling up and growing
- Afterschool Adventures Program at Swanston has been full
- Seasonal Youth Camps running strong and Summer Camp Prep beginning
- Adding more Teen programs- Mental Health/SHOCK, Dungeons and Dragons, Soap Making, Fortnite, Project HYPE

\*Adulting Class was postponed due to low enrollment



# STAFF REPORT

DATE: February 5, 2021

TO: MORPD Advisory Board of Directors

FROM: J.R. Hichborn, Parks Superintendent

SUBJECT: Parks Division Report

#### PARKS UPDATE:

The new ocean themed spray features have been installed at Swanston's spray park. The mechanical equipment will be replaced in March of 2021.

Brightview landscape has brought the shrubs identified in the 2020 Landscape request for proposal, back into compliance. The shrubs at Oak Meadow, Gibbons, Orville Wright, and Swanston Park were extremely overgrown and are now a manageable eight feet high.

The storm of January 26<sup>th</sup> took down several trees at several parks. Two trees fell into residential structures. The first tree was a large Oak tree at Mission North Park near the District Office, that tree fell into the Whitney Mission apartments at approximately 1:30 am. The second tree was a large Redwood tree at Swanston Park that fell into the Woodside townhomes at approximately 11 am. Both large tree incidents were reported to CAPRI immediately. Staff were able to remove most of the fallen trees and limbs from the parks, however the two large trees that fell on structures were contracted out to a certified arborist.

Staff continues to sanitize the District facilities daily, and playgrounds weekly. Currently maintenance staff is still operating out of three separate locations to limit contact with each other. As soon as Sacramento County enters the red tier all maintenance staff will be housed at the firehouse shop again.

#### **UPCOMING PROJECTS:**

The new treehouse themed playground at Orville Wright Park is currently being installed. Construction is estimated to be completed by February 26<sup>th</sup>.



Advisory Board of Directors Regular Meeting Minutes Tuesday, January 12, 2021 at 6 pm Via Zoom Meeting ID 880 4674 2307

Call to Order: 6 pm by Chairperson Rothberg.

**Pledge of Allegiance:** Announced by Chairperson Rothberg.

**Roll Call:** 

**MORPD Directors Present:** Rothberg, Nguyen, Evans, Todd and Alcalay.

MORPD Staff Present: Barton, Hichborn, Tierney, Woodland and Ballis.

**Public Present:** Nikki Gracey, representative from Eastern Oak pickleball club.

Chairperson's Comments: Thanks Vice Chairperson Nguyen for leading the December. Welcomes

Finance Manager Darren Woodland to the MORPD team. Thanks staff for adapting well to the new norm and for the work they do each day in the

parks and programs.

**Board Comments/Discussion:** Director Alcalay requests that staff provide the board with a breakdown of

the staff diversity, male/female so they have an idea of the representation of current staff. Also, he wishes to know the current recruiting and hiring process. This request is referred to the Personnel Committee to review the current policy and to recommend changes if needed to the process of

recruiting, selection and hiring of staff.

**Announcement by Chairperson:** Members of the public may address the Board on District topics not listed on this agenda. It is a violation of state law for the Board to discuss or act on non-agenda items. Board members may only briefly ask clarifying questions or refer matters to staff. Speakers are limited to three (3) minutes.

Public Comment: Nikki Gracey requests the Advisory Board add to the February Advisory

Board meeting discussion regarding adding lights to the pickleball courts at Eastern Oak Park. This request is referred to the Facilities Committee to

review and report back to the board.

#### **Information:**

1. Mission Oaks Recreation and Park District (MORPD) Park Patrol Reports for December 2020 by J.R. Hichborn, Parks Superintendent. Hichborn will be meeting with the Park Patrol and scheduling a Facilities Committee meeting soon.

2. Monthly Budget Report, October 1-31, 2020, Period 4 and November 1-30, Period 5 FY 2020-21 by District Administrator Daniel Barton, and Finance Manager Darren Woodland. Due to the increased

- amount of personal protective equipment supplies needed, the expenses in the medical supplies account have increased.
- 3. Administrative Division Report by District Administrator Barton. Revenue for real estate taxes should be deposited soon. The County expects a 1% increase in revenue. There was an incident at Eastern Oak Park on Friday, January 8, where a young man took his own life. Staff will be reaching out to the chaplain at Sacramento County Sheriff's Office to contact the family.
- 4. Recreation Division Report by Supervisor Rodney Dahlberg. Director Nguyen would like staff to report back at a future meeting the classes that MORPD is offering remotely and the number of participants attending. Chairperson Rothberg inquires if staff is still calling MORPD senior participants weekly and asks staff to report back to the board.
- 5. Parks Division Report by J.R. Hichborn, Parks Superintendent. Director Alcalay inquiries about Sybertech trash receptacles that were placed in our parks in 2016 and requests the Facilities Committee review the use of them. Director Alcalay also asks about the use of the Firehouse maintenance shop and if a demonstration garden was installed; he would like the Facilities Committee to discuss what the cost would be to add a demonstration garden. Chairperson Rothberg inquires if the COVID signs posted are holding up. Superintendent Hichborn reports the signs have been disappearing. Signs that were nailed to wooden posts and stuck into the ground disappeared. A-framed signs were purchased, they also disappeared. Staff continue to post signs and signs continue to disappear, but not as fast as they were at the start of the pandemic. Chairperson Rothberg requests that the Facilities Committee discuss whether additional different signs should be posted recommending social distancing.

#### **Consent:**

6. Approval of December 8, 2020 Regular Board Meeting Minutes.

<u>Action</u>: After discussion, on a Motion by Director Nguyen, seconded by Director Todd, the Advisory Board of Directors voted to approve the December 8, 2020 Regular Board Meeting Minutes. A roll call vote was taken. Directors Rothberg, Nguyen, Evans, Todd and Alcalay approve the motion.

#### **Discussion:**

- 7. Discussion RE: Advisory Board Officers and Committee Position Assignments 2021. This item will be added to the February agenda for action.
- 8. Discussion RE: Custodial Services Request for Proposal (RFP). After discussion, Parks Superintendent Hichborn will revise the RFP. Director Alcalay recommends that in the future, the goal should be to streamline proposals to make them more inviting to small businesses.

#### Action:

9. Approve Contract Amendment for Custodial Services through May 31, 2021.

<u>Action</u>: After discussion, on a Motion by Director Alcalay, seconded by Director Todd, the Advisory Board of Directors voted to approve the contract amendment for Custodial Services through May 31, 2021. A roll call vote was taken. Directors Rothberg, Nguyen, Evans, Todd and Alcalay approve the motion.

10. Award Contract for Audit Services.

<u>Action</u>: After discussion, on a Motion by Director Alcalay, seconded by Director Evans, the Advisory Board of Directors voted to award the contract for Audit Services to Harshwal & Company located in

Oakland, for a period not to exceed four (4) years. A roll call vote was taken. Directors Rothberg, Evans and Alcalay approve the motion. Directors Nguyen and Todd oppose the motion.

Director Todd requests that staff communicate with the current auditor that this contract award to Harshwal & Co. is about changing audit services for fiscal responsibility.

Director Nguyen requests that the auditor review the Districts unfunded retirement liability as well as how the District spends taxpayer dollars. District Administrator Barton will speak with Harshwal & Co. and report back in February.

Upon Harshwal & Co. accepting the award of the contract, an agreement will be brought to the board for review.

11. Adopt the proposed 2021 Meeting Schedule.

<u>Action</u>: After discussion, on a Motion by Director Rothberg, seconded by Director Todd, the Advisory Board of Directors voted to adopt the proposed 2021 Meeting Schedule with a change to the start time, the new meeting start time will be 5:30 pm while meetings are held remotely online. A roll call vote was taken. Directors Rothberg, Nguyen, Evans, Todd and Alcalay approve the motion.

#### **Staff Comments/Reports:**

**Next Regular Meeting:** Tuesday, February 9, 2021 at 5:30 pm. As of the date of this notice, social distancing measures are in effect due to the COVID-19 pandemic. Parties interested in participating in the public hearing should visit the District's website at <a href="https://www.morpd.com/advisory-board-meetings">https://www.morpd.com/advisory-board-meetings</a> for current information on how to provide public comment.

Adjournment:	7:45 pm		February 12, 2021
		Debra Tierney, Clerk of Board	Date

# Mission Oaks Recreation & Park District

# STAFF REPORT

DATE: February 5, 2021

TO: MORPD Advisory Board of Directors

FROM: Daniel Barton, District Administrator

SUBJECT: Appointment of 2021 Advisory Board Officers and Committee position

assignments

#### BACKGROUND:

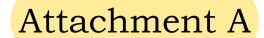
Appointment of board officers and committees is an annual process in which the Advisory Board adopts assignments. The roster of officers and committee assignments for 2020 is attached for your review (*attachment A*).

#### DISCUSSION:

The selection of officers is the responsibility of the Advisory Board. The mission statements of the existing committees are attached (*attachment B*).

#### RECOMMENDATION:

That the Advisory Board review and discuss attachments A and B; select and vote to appoint officers and committee assignments for 2020.



# **Advisory Board of Directors**

# Updated Officers and Committee Assignments October 13, 2020

#### **OFFICERS**

Chairperson Vice-Chairperson Clerk Jeff Rothberg Nghia Nguyen Robert Evans

#### **COMMITTEE ASSIGNMENTS**

Recreation Program Committee: Directors **Nguyen** (chair) and **Rothberg** with District Administrator, Daniel **Barton** (lead staff).

Finance Committee: Directors **Nguyen** (chair) and **Todd** with District Administrator, Daniel **Barton** and of Finance Manager, Darren **Woodland** (lead staff).

Facilities Committee: Directors **Evans** (chair) and **Alcalay** with District Administrator, Daniel **Barton** and Superintendent of Parks, J.R. **Hichborn** (lead staff).

Personnel Committee: Directors **Evans** (chair) and **Todd** with District Administrator, Daniel **Barton** and Administrative Services Manager, Debra **Tierney** (lead staff).

Sacramento Parks Foundation: Director (Rothberg) with District Administrator, Daniel Barton.

# Attachment B

#### Advisory Board Standing Committee Mission Statements

#### **Recreation Program Committee**

The mission of the Recreation Program Committee is to:

- 1. Ensure that the District's visitor and participant experience is superior and that it promotes the District's strategic mission.
- 2. Recommend on the strategy for agency-wide marketing and communication efforts and continue to identify new opportunities for promotion and outreach.
- 3. Promote a visitor and participant experience that emphasizes environmental sustainability and ensures that programs in this area are financially responsible and sustainable.

#### Finance Committee

The mission of the Finance Committee is to:

- 1. Assist staff with the preparation of a Preliminary and Final District Budget for the upcoming year and oversee the management of all expenses and revenue.
- 2. Prepare recommendations to the board semi-annually relative to mid-year budget adjustments.
- 3. Identify areas of the District's finance operations and affairs that should be reviewed and make recommendations.
- 4. Make recommendations for the expenditure of funds as may be required from time to time.
- 5. Work to ensure that the organization is in, and remains in, good fiscal health.
- 6. Work to ensure the District has appropriate internal controls and conducts proper financial analysis.
- 7. Review financial records for completeness and accuracy, oversee proper use of resources, and report any concerns to the Board.

#### **Facilities Committee**

The mission of the Facilities Committee is to:

- 1. Oversee the preparation of a Master Plan that establishes a vision for the desired future of the District.
- 2. Work with the staff, consultants, and stakeholders in updating the existing Master Plan.
- 3. Hold public meetings and forums to obtain community input for facility improvements.
- 4. Provide oversight of the District's Master Plan, ensuring that the Plan objectives are being implemented.
- 5. Recommend annual and multi-year priorities for Master Plan projects.
- 6. Monitor the use and maintenance of District facilities for the benefit of existing and future users.

## **Personnel Committee**

The mission of the Personnel Committee is to:

- 1. Identify and promote beneficial personnel practices and resources.
- 2. Make recommendations regarding the compensation and benefits of District staff.
- 3. Participate in interviewing candidates for filling vacant management positions as requested by the District Administrator.

- 4. Ensure the creation and realization of management development plans, diversity initiatives, and succession plans to support long-term strategic objectives.
- 5. Report and make recommendations to the Board on personnel related matters.



# STAFF REPORT

DATE: February 5, 2021

TO: MORPD Advisory Board of Directors

FROM: Daniel Barton District Administrator

SUBJECT: Approve Resolution 2021-01 Declaring that Governing Body Members and

Volunteers Shall be Deemed to be Employees of the District for the Purpose of Providing Workers' Compensation Coverage for said Certain Individuals While

**Providing Their Services** 

#### BACKGROUND:

This resolution from CAPRI is to keep our volunteers including Advisory Board members eligible to be covered under our CAPRI Workers Compensation insurance. There is no additional cost to the District.

#### **DISCUSSION:**

From a risk management standpoint, it is much preferred to extend Worker's Compensation coverage to volunteers. For example, when a volunteer is not covered by Workers Compensation, his or her only remedy for an injury is to file a claim against MORPD and pursue damages through the Civil Court system. If a volunteer is covered under the Workman's Compensation, his or her exclusive remedy is through Worker's Compensation system, which means that they would receive necessary treatment but, at a controlled cost.

#### RECOMMENDATIONS:

That you approve the Resolution 2021-01 for Workman's Compensation for volunteers and Advisory Board members. The labor code allows us to provide Workman's Compensation insurance for volunteers and Advisory Board members, but only if our Board has adopted a resolution specifically electing such coverage.

#### RESOLUTION No. 2021-01

# RESOLUTION OF THE GOVERNING BODY OF THE MISSION OAKS RECREATION AND PARK DISTRICT DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF PROVIDING WORKERS' COMPENSATION COVERAGE FOR SAID CERTAIN INDIVIDUALS WHILE PROVIDING THEIR SERVICES

**WHEREAS**, the Mission Oaks Recreation and Park District utilizes the services of Governing Body Members and Volunteers; and

**WHEREAS**, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

**WHEREAS**, the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark in the box to the left of the descriptions:

$\boxtimes$	All Members of the Governing Body of the Mission Oaks Recreation and Park District as presently or hereafter constituted
	and/or
$\boxtimes$	All persons performing voluntary services without pay other than meals, transportation
	lodging or reimbursement for incidental expenses
$\boxtimes$	Individuals on Work-study programs
$\overline{\boxtimes}$	Interns
$\boxtimes$	Other Volunteers
$\boxtimes$	Persons performing community service hours

**NOW, THEREFORE, BE IT RESOLVED**, that such persons coming within the categories specified above, including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the Mission Oaks Recreation and Park District for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of the Mission Oaks Recreation and Park District for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the Mission Oaks Recreation and Park District.

**PASSED, APPROVED AND ADOPTED** this February 9, 2021 by the following vote:

AYES:
NOES:
ABSENT:
Jeff Rothberg, Chairperson
Mission Oaks Recreation and Park District

APPROVED AS TO FORM:



February 04, 2021

To the Board of Directors Mission Oaks Recreation and Park District 3344 Mission Avenue Carmichael CA 95608

We are pleased to confirm our understanding of the services we are to provide Mission Oaks Recreation and Park District (the "District") for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedule of general fund and any major special revenue funds
- 3. GASB required supplementary information related to Pension

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements, if any. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Combining financial statements of nonmajor funds

The following other information, if 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 other information.

- 1. Introductory Section of the Comprehensive Annual Financial Report
- 2. Statistical Section of the Comprehensive Annual Financial Report

#### Audit Objectives

The objective of our audit is the expression of opinions as to whether your 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 supplementary information, if any referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are 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 opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters 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 District'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 the District's internal control 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 District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to 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.

#### 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 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 management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable 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 government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and 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, an unavoidable risk exists that some material misstatements 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. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, 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 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. Accordingly, we will express no such opinion. However, during the audit, we will communicate to 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 financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

#### Other Services

We will also assist in preparing the financial statements, proposed adjusting journal entries, and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit 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. The other services are limited to the financial statements, proposed adjusting journal entries, and related notes services previously defined. 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 management responsibilities.

Assist the District in submitting its comprehensive annual financial report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program, including preparation of the GFOA Certificate Responses and review of the application materials.

We will compile and provide the Special Districts Financial Transactions (LGFA) Report of the Mission Oaks Recreation and Park District for the fiscal year ended June 30, 2019 to be included in the form prescribed by the California State Controller's Office.

#### Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. 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.

Management is also 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 you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government 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 government involving (1) 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 government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government 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.

Management is responsible for providing the information for Management's discussion and analysis, transmittal letter, certain statistical data and report covers, dividers and supplies required for the preparation of comprehensive annual financial report (CAFR).

Management is responsible for the accompanying Special Districts Financial Transactions (LGFA) Report, included in the accompanying prescribed form and as filed electronically with the California State Controller's Office.

You are responsible for the preparation of the supplementary information, if any, 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.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's' first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company LLP is not responsible for "sanitizing" or "scrubbing" its workpapers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or inadvertently accessed by third parties.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. 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 management's 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 management responsibilities relating to the financial statements, proposed adjusting journal entries, 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, proposed adjusting journal entries, and related notes and that you have reviewed and approved the financial statements, proposed adjusting journal entries, 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.

#### Subpoena and Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party pursuant to a subpoena, court order or other administrative or legal process in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding, in which we are not a party.

You agree that our efforts in complying with such requests or demands will be deemed a part of this engagement and Harshwal & Company LLP shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

#### Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

#### Engagement Administration, Fees, and Other

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third-party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

The audit documentation for this engagement is the property of Harshwal & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the grantor agency or its designee.

We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Your Mission Oaks Recreation and Park District records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Harshwal & Company LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the Name of the client's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed the following:

Audit area - Description	_ <u> </u>	mount
Financial Statement Audit of the District District's Comprehensive Annual Financial Report	\$	8,160 1,500
Total	\$	9,660

The Financial Statement Audit includes Special Districts Financial Transactions (LGFA) Report and Financial Transaction Report submission. If there were significant changes to the Name of the client's operations or the scope of work related to the financial statements, we will discuss with you additional time and fees that may be incurred.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the District's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with an Audit Preparation Letter that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter. However, because of the knowledge that our staff have or will obtain of your organization, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues. Also if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The District acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

At the time of execution of this engagement letter, federal, state and local governments have restricted travel due to the current situation around of COVID -19. Due to the impact of COVID-19, we have placed restrictions on our employee travel having employee and client's health into consideration. We acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Any such change in the cost of these services will be discussed prior to the completion of the project.

The proposed fee does not include any additional charges incurred due to COVID-19. The impact of COVID-19 is presently unknown and may result in additional compliance procedures, funding, or organizational problems, which may require additional time to address. Any additional time would be billed as per our standard hourly rates.

Our Standard billings for the services set forth in this Engagement Letter, rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings:

Standard Descriptions/Events	Applicable Percentage
Engagement letter sign and obtained audit preparation request	20 Percent
Meeting/Fieldwork/Testwork started	40 Percent
Draft report started	40 Percent

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). 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.

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon Mission Oaks Recreation and Park District having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

- 1. Submitting trial balances and general ledger to us in an electronic format.
- 2. Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
- 3. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
- 4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

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

Verv	' trul	yours,
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Harshwal & Company LLP

Sanwar Harshwal (Managing Partner)

#### **RESPONSE:**

This letter correctly sets forth the understanding of Mission Oaks Recreation and Park District.

Management signature:
Fitle:
Date:
Governance signature:
Fitle:
Date:



February 04, 2021

To the Board of Directors Mission Oaks Recreation and Park District 3344 Mission Avenue Carmichael CA 95608

We are pleased to confirm our understanding of the services we are to provide Mission Oaks Recreation and Park District (the "District") for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedule of general fund and any major special revenue funds
- 3. GASB required supplementary information related to Pension

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements, if any. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Combining financial statements of nonmajor funds

The following other information, if 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 other information.

- 1. Introductory Section of the Comprehensive Annual Financial Report
- 2. Statistical Section of the Comprehensive Annual Financial Report

#### Audit Objectives

The objective of our audit is the expression of opinions as to whether your 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 supplementary information, if any referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are 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 opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters 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 District'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 the District's internal control 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 District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to 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.

#### 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 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 management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable 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 government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and 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, an unavoidable risk exists that some material misstatements 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. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

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, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, 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 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. Accordingly, we will express no such opinion. However, during the audit, we will communicate to 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 financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

#### Other Services

We will also assist in preparing the financial statements, proposed adjusting journal entries, and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit 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. The other services are limited to the financial statements, proposed adjusting journal entries, and related notes services previously defined. 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 management responsibilities.

Assist the District in submitting its Comprehensive Annual Financial Report (CAFR) to the Certificate of Achievement for Excellence in Financial Reporting Program, including preparation of the GFOA Certificate Responses and review of the application materials.

We will compile and provide the Special Districts Financial Transactions (LGFA) Report of the Mission Oaks Recreation and Park District for the fiscal year ended June 30, 2020 to be included in the form prescribed by the California State Controller's Office.

#### Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. 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.

Management is also 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 you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government 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 government involving (1) 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 government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government 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.

Management is responsible for providing the information for Management's discussion and analysis, transmittal letter, certain statistical data and report covers, dividers and supplies required for the preparation of comprehensive annual financial report (CAFR).

Management is responsible for the accompanying Special Districts Financial Transactions (LGFA) Report, included in the accompanying prescribed form and as filed electronically with the California State Controller's Office.

You are responsible for the preparation of the supplementary information, if any, 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.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's' first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company LLP is not responsible for "sanitizing" or "scrubbing" its workpapers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or inadvertently accessed by third parties.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. 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 management's 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 management responsibilities relating to the financial statements, proposed adjusting journal entries, 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, proposed adjusting journal entries, and related notes and that you have reviewed and approved the financial statements, proposed adjusting journal entries, 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.

#### Subpoena and Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party pursuant to a subpoena, court order or other administrative or legal process in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding, in which we are not a party.

You agree that our efforts in complying with such requests or demands will be deemed a part of this engagement and Harshwal & Company LLP shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

#### Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

#### Engagement Administration, Fees, and Other

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third-party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

The audit documentation for this engagement is the property of Harshwal & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the grantor agency or its designee.

We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Your Mission Oaks Recreation and Park District records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that Harshwal & Company LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the Name of the client's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed the following:

Audit area - Description		Amount	
Financial Statement Audit of the District District's Comprehensive Annual Financial Report		8,160 1,500	
Total	\$	9,660	

The Financial Statement Audit includes Special Districts Financial Transactions (LGFA) Report and Financial Transaction Report submission. If there were significant changes to the Name of the client's operations or the scope of work related to the financial statements, we will discuss with you additional time and fees that may be incurred.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the District's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with an Audit Preparation Letter that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible. If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter. However, because of the knowledge that our staff have or will obtain of your organization, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues. Also if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The District acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

At the time of execution of this engagement letter, federal, state and local governments have restricted travel due to the current situation around of COVID -19. Due to the impact of COVID-19, we have placed restrictions on our employee travel having employee and client's health into consideration. We acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Any such change in the cost of these services will be discussed prior to the completion of the project.

The proposed fee does not include any additional charges incurred due to COVID-19. The impact of COVID-19 is presently unknown and may result in additional compliance procedures, funding, or organizational problems, which may require additional time to address. Any additional time would be billed as per our standard hourly rates.

Our Standard billings for the services set forth in this Engagement Letter, rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings:

Standard Descriptions/Events	Applicable Percentage
Engagement letter sign and obtained audit preparation request	20 Percent
Meeting/Fieldwork/Testwork started	40 Percent
Draft report started	40 Percent

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). 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.

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon Mission Oaks Recreation and Park District having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

- 1. Submitting trial balances and general ledger to us in an electronic format.
- 2. Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
- 3. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
- 4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

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

Verv	' trul	yours,
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Harshwal & Company LLP

Sanwar Harshwal (Managing Partner)

#### **RESPONSE:**

This letter correctly sets forth the understanding of Mission Oaks Recreation and Park District.

Management signature:
Fitle:
Date:
Governance signature:
Fitle:
Date: