



February 5, 2021

Michele Rollins, Ed.D., Assistant Superintendent of Business Services
Mill Valley School District
411 Sycamore Avenue
Mill Valley, CA 94941

RE: Internal Controls Examination

This letter is to confirm our understanding of the services that we are to provide.

Scope of Engagement

We will conduct an internal controls examination and credit card transaction review for Mill Valley School District.. Specific scope and internal controls examination items are detailed below:

Forensic Accounting

- Review and verify the credit card activity appear consistent with District policies and procedures.
- Examine credit card transactions for fiscal years ended 2018, 2019 and 2020; time period 7/1/2017 through 6/30/2020 to search for questionable activity.
- Communicate our findings to you (both orally and in writing).

Internal Controls over the Credit Card and Gas Card Process

- Conduct internal controls examination interviews to identify existing policies and procedures and to identify internal control weaknesses within the District's credit card and Gas Card functions.
- Review the policy and procedures manual for internal control weaknesses over credit cards.
- Make recommendations for perceived weaknesses to the processes.

Our engagement will be conducted in accordance with lawful forensic accounting and internal control examination techniques. You understand that any written reports or other documents we may prepare are for internal use only. Such reports or other documents may not be published or used for any other purposes without our written consent. We may employ, contract with or use the service of any third party in connection with the performance of the services, we deem reasonably necessary or desirable to complete this engagement.

Mill Valley School District accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

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Timeline

We will begin our procedures upon acceptance of this engagement agreement. If delays are experienced in receiving information, the delivery of the report will be delayed accordingly. Should we experience difficulties in these areas we will inform you promptly and discuss the effect on our timetable with you. You also agree that we may discuss this engagement with other partners or associates in our firm for the purpose of obtaining expertise, research materials or other matters essential to this engagement. You agree to accept the limiting conditions as listed in our report and to the scope of the report. You also agree that we may disengage ourselves from this engagement for any reason

Fees

Eide Bailly LLP is dedicated to professionalism and service to our clients. While professional fees should be reasonable, they must be representative of the professional quality of the services to be provided. Our fees are estimated at \$5,000 for a combined internal control examination and a three fiscal year examination of credit card transactions inclusive of supporting documentation. We will communicate with you on the estimate fee if we experience any difficulty and once we understand the scope of records contained within our three year examination. We will not exceed the estimated amount without prior approval.

We will bill hourly for this engagement at the following rates: \$320/hour for partners/directors/senior managers, \$250/hour for managers, and \$180/hour for staff associates. If you request that we issue a report or provide testimony, we will be paid in full in advance for our total estimated time and expenses for the completion of such report or testimony.

We will require a retainer of \$2,500 upon acceptance of this engagement. The retainer will be applied to our final invoice and any remaining amount is fully refundable.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

In accordance with our firm policies, work may be suspended if your account becomes 30 or more days overdue and will not be resumed until your account is paid in full. 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. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Should our relationship terminate before our examination procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Dispute Resolution

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Minneapolis, Minnesota.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Either party may commence suit on a Dispute after the mediator declares an impasse.

Governing Law and Venue

We also both agree to submit any unresolved Dispute to a trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

Limitation of Damages and No Punitive Damages

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

Time Limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the report.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Indemnity

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

Assignments Prohibited

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Conclusion

We appreciate the opportunity to assist you 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 this copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Very truly yours,

Eide Bailly LLP



Brandon Waldren, CPA, CFE, CFI
Senior Manager, Forensic Services

Accepted By:

MILL VALLEY SCHOOL DISTRICT

Signature

Title

Date