



Request for Proposal

Financial & Accounting Services

Issue Date

April 2, 2024

Closing

May 10, 2024, at 5:00 PM

Late proposals will be rejected.

Request for Proposal – Financial and Accounting Services

1. INTRODUCTION

1(A). Background

The Coachella Valley Public Cemetery District (District) was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The District since that time has performed over 21,000 interments/burials and has set over 18,000 headstones/grave markers. The Coachella Valley Public Cemetery District is a special district, formed to provide specific services not covered by a city or county. The Coachella Valley Public Cemetery is among more than 265 public cemetery districts in California that are supported in part by property taxes.

The cemetery estimates that the facility will meet the needs of the public for the next fifty years. The total District property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

A small portion of the property tax revenue that is collected from taxpayers within the District is part of the revenue the cemetery relies on for the annual budget. Individuals who do not reside in the District do not pay property taxes but are required by law to pay a surcharge to the District for interment in the cemetery.

Our cemetery district is governed by a Board of five Trustees. Trustees are usually appointed for at least one four-year term. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Brown Act. Laws for the operation of public cemeteries are contained in the California Health and Safety Code.

The current District budget (2023-2024) is estimated at \$3,851,462.37 in projected revenue, and \$3,274,995.94 in projected expenses. A copy of the District’s current P&L (March 1, 2024) is attached as Exhibit A.

1(B). RFP Purpose

The District requests proposal responses from highly qualified and experienced independent financial management consultants and/or accountants to assist with routine financial tasks performed at the District that require independent oversight and management. Such firms or consultants must possess the required license(s) to practice in the state of California and possess the required knowledge, skill, and experience to perform financial work in the government sector.

Additional information about the District can be found on the District website at www.District.org.

Request for Proposal – Financial Services

1(C). Qualifying Questions

1. Has your firm been in continuous operation for less than five years (if you are submitting as an independent consultant, skip this question and proceed to question 2)? Yes___No___
2. If you are submitting as an independent financial consultant, do you have less than five years of government finance experience (skip this question if you answered question 1)? Yes___ No___
3. Does any employee or official of the DISTRICT have any financial or other interest in your firm? Yes___No___
4. Has your firm been disqualified by any public agency from participation in public contracts? Yes___No___

If the answer to any of the above is Yes, you may not qualify to participate in this bid. Contact the District for additional information. If the answer to all the above was No, please fill out this sheet with the appropriate contact information for your company.

FULL LEGAL NAME OF COMPANY: _____

TYPE OF BUSINESS: Corporation__ Partnership (general)__ Partnership (limited)___

Sole Proprietorship__ Limited Liability Company___

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

*Proposals must be signed by a duly authorized official of the responder. For purposes of the Request for Proposal, "Responder" may also be referred to as Vendor, Contractor, Supplier, Proposer, Company, or Firm.

SIGNATURE

DATE

PHONE

2. RFP INSTRUCTIONS AND INFORMATION

2(A). RFP Contact

Name and Title:

Joshua Bonner

General Manager

Coachella Valley Public Cemetery District

Address:

82925 Avenue 52

Coachella, CA 92236

Contact Information:

(760) 398-3221

Josh.Bonner@CVPCD.org

2(B). RFP Evaluation Criteria

A District evaluation team will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the District reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team and/or the District Board of the items contained in the RFP response and any other items deemed appropriate by the District.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best product for the District with the quality of work, professionalism, price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; licenses, ISO Certifications or any other applicable membership or certifications; presentations to the District (if applicable); on-site visits at vendor's site (if applicable); product; any additional criteria deemed appropriate by the District which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's response, the following factors will be considered, any one of which will suffice to determine whether a potential vendor is a responsible vendor or if the vendor's proposal is the most advantageous to the District:

1. The ability and skill of the vendor to perform/provide the service required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
3. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's ability to perform satisfactorily and complete items specified in the contract agreements.

4. The previous and existing compliance by the vendor with laws relating to the contractor services.
5. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
6. The vendor is not qualified for the work or to the full extent of the RFP.
7. There is uncompleted work with the District or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect, or prevent the prompt completion of the work bid upon.
8. Such other information as may be secured having a bearing on the decision to award the contract.
9. Any other reason deemed proper by the District.

2(C) Notices and Response Criteria

2(C)1. Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the District's updating, expansion, revision, and amendment.

2(C)2. Right to Cancel

The District reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program, which is outlined within this RFP at any time.

2(C)3. Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract.

2(C)4. Property of the DISTRICT

Responses to this RFP will become the property of the District and will form the basis of negotiations of an agreement between the District and the apparent successful vendor. Proposals are subject to the California Public Records Act and may be provided to anyone properly requesting the same, after contract award. Proprietary or confidential information must be clearly indicated with submitted proposals.

2(C)5. DISTRICT not Liable for Costs

The District is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the District be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the District.

2(C)6. District's Expectations

During the review of this document, please note the District's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(C)7. Proposal Rejection, No Obligation to Buy

The District reserves the right to reject any or all proposals at any time without penalty. The District reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the District to make an award. The District may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits, or proceeding with an award.

2(C)8. Right to Award

The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(C)9. Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the District is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the District in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the District.

2(C)10. Errors in Proposal

The District will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. The District reserves the right to make corrections or amendments due to errors identified in proposals by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

2(C)11. Scoring the Submissions

Each submission will be judged according to a fixed set of criteria. The criteria are:

- **30%** on the approach of the proposal, including the ability to meet the requirements of the RFP
- **30%** on the experience level and references of the contractor
- **40%** on the total cost of the proposal

The District reserves the right to negotiate material aspects of proposals received, including costs, services, and scheduling, when determined to be in the best overall interest of the District.

3. SCOPE OF SERVICES

3(A). Termination

The District may terminate this agreement and be relieved of any consideration to the Contractor should Contractor fail to perform in the manner required. Furthermore, the District may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Contractor. In the event of termination, the full extent of District liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the District prior to termination.

3(B). Scope

Perform Financial and Accounting Services to include the following support:

1. Perform monthly investment account reconciliations.
2. Perform monthly review of bank reconciliations.
3. Perform monthly review of GL, JE's, and payroll.
4. Assistance with annual audit preparation and support (as needed) of auditor request for information.
5. Assistance with general accounting issues and questions.
6. Assistance with creation of annual reports (information for data graphs, etc.).
7. Consulting on administrative and management decisions related to accounting and financing (example - financing, bonds, etc.).

3(C). Insurance

Respondent must provide proof of the following insurance:

General Liability, Automobile, Worker's Compensation and Professional Liability.

Respondent shall procure, prior to commencement of service, and keep in force for the term of this contract, at Respondent's own cost and expense, the following policies of insurance, certificates, or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the District.

If requested, Respondent shall provide the District with copies of all insurance policies. The insurance shall, at a minimum, include:

Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability and if necessary, Products and Completed Operations or Owners and Respondent Protective Liability. The policy shall contain severability of interest clause or cross liability clause or the equivalent thereof. Coverage afforded on behalf of the District shall be primary insurance, and any other insurance available to the District under any other policies shall be excess insurance (over the insurance required by this Agreement).

Limits of liability shall include the following:

Bodily Injury two million dollars (\$2,000,000.00),

Property Damage two million dollars (\$2,000,000.00), or

Combined Single Limit (C.S.L.) for Bodily Injury and Property Damage two million dollars (\$2,000,000.00) per accident for bodily injury and property damage for duration of Agreement.

If the policy is a “claim made” type policy, the following shall be included as endorsements:

The retroactive date shall be the effective date of this Agreement or a prior date.

The extended reporting or discovery period shall not be less than thirty-six (36) months.

Automobile Liability Insurance. Automobile Liability Insurance, including all owned, non-owned and hired automobiles used by the Respondent or its agents in the performance of this Agreement shall have a minimum combined single limit of two million dollars (\$2,000,000.00) for Bodily Injury and Property Damage.

Worker’s Compensation Insurance. Worker’s Compensation Insurance, as required by the laws of the State of California – Statutory coverage may include Employers Liability coverage with limits not less than one million dollars (\$1,000,000.00). The Respondent certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers’ Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Respondent shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that Code. Respondent shall require all Subcontractors to carry Workers’ Compensation Insurance, as required by the Labor Code.

Professional Liability Insurance. Professional Liability – errors and omissions insurance in the amount of two million dollars (\$2,000,000.00) per claim and in aggregate for two (2) years beyond the date of project acceptance by the District.

Terms, Conditions and Endorsements. The aforementioned insurances shall be endorsed and have all the following conditions:

Additional Insured. Respondent shall name the District, its Council members, directors, officers, agents, and employees as additional insureds in its Comprehensive Commercial General Liability and Automobile Liability policies. If Respondent submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 1185 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance). A statement of additional insured endorsement on the ACORD Insurance Certificate form is insufficient proof of the additional insured requirement and will be rejected.

3(J). Indemnification

Contractor shall defend, indemnify, protect, and hold harmless the District, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney’s fees) arising out of this agreement and/or Contractor’s performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the District, its officers, employees or agents.

4. SUMMARY OF RESPONSE

4(A). RFP RESPONSE SUBMITTAL CHECKLIST

A digital copy of the response should be emailed to josh.bonner@cvmcd.org.

Responses shall be submitted on or before **May 10, 2024, at 5:00 pm**. There will be no public bid opening. Responses to this RFP will become the property of the District and will not be returned.

This list is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.

4(B). SELECTION PROCESS SCHEDULE

Every attempt will be made to adhere to the schedule below:

Request for Proposal released:	April 2, 2024
Questions regarding RFP due:	May 1, 2024
Written responses to questions provided:	May 3, 2024
Responses to RFP due:	May 10, 2024
Award of contract:	May 17, 2024
Contract commencement:	As soon as possible

4(C). COMMENTS, EXCEPTIONS, SUGGESTIONS

Please note any comments, exceptions, or suggestions in regard to this Request for Proposal:

4(D). REFERENCES

Please list three (3) different clients for whom you are currently providing comparable services. The ideal reference would be a government agency of similar size to DISTRICT.

1) Agency Name: _____

Address (City/State): _____

Contact Person/Phone Number: _____

Date(s) Service Provided: _____

Description of Work Provided: _____

2) Agency Name: _____

Address (City/State): _____

Contact Person/Phone Number: _____

Date(s) Service Provided: _____

Description of Work Provided: _____

3) Agency Name: _____

Address (City/State): _____

Contact Person/Phone Number: _____

Date(s) Service Provided: _____

Description of Work Provided: _____

Exhibit A – District Financials

Coachella Valley Public Cemetery District

Profit & Loss Budget vs. Actual

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5000 · Property Tax Income				
5010 · Prop. Tax-Secured Current	384,771.31			
5020 · Prop. Tax-Unsecured Current	32,484.15			
5030 · Prop. Tax-Unsecured Prior Yr.	1,664.29			
5040 · Prop. Tax-Supplemental Current	8,831.23			
5050 · Prop. Tax-Supplemental Prior	18,891.88			
5060 · CA-Homeowners Tax Relief	2,430.45			
5080 · RDV Apportionment	297,085.56			
5000 · Property Tax Income - Other	0.00	1,039,754.77	-1,039,754.77	0.0%
Total 5000 · Property Tax Income	746,158.87	1,039,754.77	-293,595.90	71.76%
5100 · Interest Income				
5110 · Interest-Preneed	84,272.29			
5120 · Interest-Aco	7,074.91			
5130 · Interest-Endowment	114,425.25			
5135 · Interest Income - End Int	4,337.11			
5100 · Interest Income - Other	12,454.84	200,000.00	-187,545.16	6.23%
Total 5100 · Interest Income	222,564.40	200,000.00	22,564.40	111.28%
5300 · Marker Labor				
5310 · Grave Sales	500,789.50	530,905.50	-30,116.00	94.33%
5320 · Grave Labor	929,917.80	1,353,858.60	-423,940.80	68.69%
5340 · Vaults and Liners	135,214.50	193,482.00	-58,267.50	69.89%
5350 · Surcharges-Out of Town	6,950.00	7,000.00	-50.00	99.29%
5355 · Contract Service Fees	15,358.00	18,000.00	-2,642.00	85.32%
5360 · Engraving	11,356.12	8,000.00	3,356.12	141.95%
5370 · Miscellaneous Revenue	2,606.60			
5375 · Late Fees	1,590.00			
5380 · Endowment Revenue	329,621.50	364,810.50	-35,189.00	90.35%
5900 · Unreal./Real. Gains/Losses Gen.	16,828.30			
5901 · Unreal./Real Gains/Losses Pren.	112,495.52			
5903 · Unreal./Real. Gains/Losses End.	158,436.18			
5905 · Unreal./Real. Gain/Loss End Int	24,066.94			
5907 · Unreal./Real. Gains/Losses CO	21,702.09			
5950 · Gain/Loss on Fixed Assets	12,800.00			
Total Income	3,351,758.32	3,851,462.37	-499,704.05	87.03%
Gross Profit	3,351,758.32	3,851,462.37	-499,704.05	87.03%
Expense				
6010 · Payroll Expenses	540,076.38	913,457.49	-373,381.11	59.12%

Coachella Valley Public Cemetery District
Profit & Loss Budget vs. Actual
July 2023 through February 2024

	<u>Jul '23 - Feb 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6015 · Overtime - Payroll Expenses	5,131.07	12,800.00	-7,668.93	40.09%
6020 · Payroll Taxes	38,497.59	68,663.90	-30,166.31	56.07%
6022 · Unemployment Insurance	2,795.67	7,392.00	-4,596.33	37.82%
6030 · Retirement Expense	90,725.31	137,404.80	-46,679.49	66.03%
6050 · Workers Compensation	34,288.93	50,000.00	-15,711.07	68.58%
6060 · Cafeteria Plan	116,825.68	184,800.00	-67,974.32	63.22%
6070 · Other Benefits	57,810.16	68,157.75	-10,347.59	84.82%
6102 · Computer Equipment & Software	32,465.82	30,020.00	2,445.82	108.15%
6104 · Communications	24,372.03	45,000.00	-20,627.97	54.16%
6106 · Advertising	11,993.10	17,500.00	-5,506.90	68.53%
6108 · Office Expenses	4,923.71	11,500.00	-6,576.29	42.82%
6115 · Trustee Stipend	6,100.00	24,000.00	-17,900.00	25.42%
6117 · Board Training and Travel	5,293.24	15,000.00	-9,706.76	35.29%
6119 · Administrative Expense - Endow.	34,456.34			
6120 · Administrative Expense	17,964.69	18,500.00	-535.31	97.11%
6121 · Financial Fees	43,649.93	85,000.00	-41,350.07	51.35%
6122 · Bank Terminal Lease	78.86	1,000.00	-921.14	7.89%
6124 · Mileage	70.60	1,000.00	-929.40	7.06%
6126 · Travel & Training	15,624.66	30,000.00	-14,375.34	52.08%
6132 · Services Equipment	1,615.56	2,500.00	-884.44	64.62%
6134 · Engraving Fees	4,895.00	12,000.00	-7,105.00	40.79%
6136 · Vaults	108,112.19	205,000.00	-96,887.81	52.74%
6138 · Cleaning Supplies	1,522.04	3,000.00	-1,477.96	50.74%
6139 · Headstone Setting & Repair	3,443.50	6,000.00	-2,556.50	57.39%
6140 · Equipment & Fleet Maintenance	38,788.27	71,000.00	-32,211.73	54.63%
6145 · Equipment Fuel	7,048.51	15,000.00	-7,951.49	46.99%
6148 · Equipment Leases	14,103.82	22,000.00	-7,896.18	64.11%
6151 · Structures & Improvements	14,820.18	25,000.00	-10,179.82	59.28%
6155 · Security & Safety	132,888.76	175,500.00	-42,611.24	75.72%
6160 · Insurance	43,565.98	45,000.00	-1,434.02	96.81%
6165 · Special Events	80,786.29	87,000.00	-6,213.71	92.86%
6168 · Memberships	13,659.00	19,800.00	-6,141.00	68.99%
6170 · Laundry & Clothing	6,627.67	15,000.00	-8,372.33	44.18%
6172 · Small Tools	3,459.53	10,000.00	-6,540.47	34.6%
6260 · Outside Services	22,340.66	26,000.00	-3,659.34	85.93%
6265 · Legal	39,811.69	104,000.00	-64,188.31	38.28%
6270 · Audit	12,497.50	24,500.00	-12,002.50	51.01%
6275 · Consulting	60,700.57	120,000.00	-59,299.43	50.58%
6280 · Grounds Maintenance	267,465.80	361,000.00	-93,534.20	74.09%

Coachella Valley Public Cemetery District

Profit & Loss Budget vs. Actual

July 2023 through February 2024

	<u>Jul '23 - Feb 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6282 · Arborist Services	56,571.60	60,000.00	-3,428.40	94.29%
6283 · Cleaning Services	15,222.00	25,000.00	-9,778.00	60.89%
6284 · IT Support Services	9,000.00	14,500.00	-5,500.00	62.07%
6350 · Fleet Fuel				
6350a · Explorer	2,747.56			
6350b · F150	415.30			
6350 · Fleet Fuel - Other	0.00	5,000.00	-5,000.00	0.0%
Total 6350 · Fleet Fuel	<u>3,162.86</u>	<u>5,000.00</u>	<u>-1,837.14</u>	<u>63.26%</u>
6400 · Utilities	60,118.33	100,000.00	-39,881.67	60.12%
Total Expense	<u>2,105,371.08</u>	<u>3,274,995.94</u>	<u>-1,169,624.86</u>	<u>64.29%</u>
Net Ordinary Income	1,246,387.24	576,466.43	669,920.81	216.21%
Other Income/Expense				
Other Expense				
7901 · Capital Improvement Budget				
7901.10 · Maintenance Breakroom Remodel	0.00	1,090.34	-1,090.34	0.0%
7901.11 · Cemetery Section Signage	0.00	2,553.62	-2,553.62	0.0%
7901.6 · Admin Offices/Brd Room Renov	0.00	13,669.07	-13,669.07	0.0%
7902.1 · Landscape Improvements	18,578.74	18,901.46	-322.72	98.29%
7902.3 · Asphalt Replacement	20,357.94	423,328.90	-402,970.96	4.81%
7902.4 · Security Improvements - CS	2,038.05	11,848.08	-9,810.03	17.2%
7902.5 · Parcel 780-010-010 Development	0.00	0.00	0.00	0.0%
7902.6 · Backhoe	156,705.39	165,000.00	-8,294.61	94.97%
7902.7 · New Holland 1920	33,306.86	57,200.00	-23,893.14	58.23%
7902.8 · New Holland 1720	0.00	59,280.00	-59,280.00	0.0%
7902.9 · John Deere Backloader	17,764.19	20,000.00	-2,235.81	88.82%
7903.1 · Ford F350 (Diesel)	0.00	93,600.00	-93,600.00	0.0%
7903.2 · John Deere Gator TX	11,853.85	19,760.00	-7,906.15	59.99%
7903.3 · Well Pump (Lake)	0.00	67,600.00	-67,600.00	0.0%
7903.4 · Retention Pond Dredging	0.00	30,000.00	-30,000.00	0.0%
7903.5 · Lowering Device	10,510.33	11,000.00	-489.67	95.55%
7903.6 · Administration Building Roof	0.00	20,800.00	-20,800.00	0.0%
7903.7 · Server / Firewall	23,372.85	25,000.00	-1,627.15	93.49%
Total 7901 · Capital Improvement Budget	<u>294,488.20</u>	<u>1,040,631.47</u>	<u>-746,143.27</u>	<u>28.3%</u>
Total Other Expense	<u>294,488.20</u>	<u>1,040,631.47</u>	<u>-746,143.27</u>	<u>28.3%</u>
Net Other Income	<u>-294,488.20</u>	<u>-1,040,631.47</u>	<u>746,143.27</u>	<u>28.3%</u>
Net Income	<u>951,899.04</u>	<u>-464,165.04</u>	<u>1,416,064.08</u>	<u>-205.08%</u>

Exhibit B – Sample Contract for Services

[INSERT DATE]

[INSERT NAME]

[INSERT ADDRESS]

[INSERT CITY, STATE ZIP]



Dear [INSERT NAME]:

Letter Agreement for Financial and Accounting Services

Parties: This letter shall be our Agreement (“Letter Agreement”) regarding the Financial and Accounting Services described below (“Services”) to be provided by [INSERT NAME OF PERSON OR FIRM AND INDICATE IF IT IS A CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY] (“Consultant”) as an independent contractor to the Coachella Valley Public Cemetery District, a California public cemetery district (“District”) for the District’s [INSERT NAME OF PROJECT] (“Project”). Consultant is retained as independent contractor and is not an employee of the District. District and Consultant are sometimes referred to herein as “Party” or “Parties.”

Services; Schedule of Performance: The Services to be provided include financial and accounting support for the District, to include services as detailed in Exhibit A. Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the District in writing.

Standard of Care: Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Substitution of Key Personnel: Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: [***INSERT NAMES***].

Compensation: Compensation shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the rate(s) set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed \$[insert dollar amount] without written approval of the [insert position/title of Department Head, or District Manager]. Consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. District shall review and pay the approved charges within thirty (30) days of receipt of such invoices. If the District disputes any of Consultant’s fees, the District shall give written

notice to Consultant, within thirty (30) days of receipt of an invoice, of any disputed fees set forth therein. The District shall review and pay the approved charges on such invoices in a timely manner.

Prevailing Wages: Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

If the Services are being performed as part of an applicable “public works” or “maintenance” project and the total compensation exceeds \$25,000, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Insurance: Consultant shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Professional Liability (Errors and Omissions) Insurance, if required by the District, that covers the Services to be performed, in the minimum amount of \$1,000,000 per claim and in the aggregate, with conditions and for a term acceptable to the District. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by District. Consultant shall add District, its officers, officials, employees, agents, and volunteers as additional insureds on Consultant's Commercial General Liability and Automobile Liability. All insurance coverage maintained or procured pursuant to this Letter Agreement shall be endorsed to waive subrogation against the District, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it.

Termination: The District may terminate this Letter Agreement at any time with or without cause. If the District finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days' written notice to the District only in the event of District's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification

obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Laws & Regulations; Employee/Labor Certifications: Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subconsultants, sub-subconsultants and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify District against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

Governing Law; Venue; Government Code Claim Compliance: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Riverside County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the District. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

Assignment; Amendment: Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the District. This Letter Agreement may not be modified or altered except in writing signed by both Parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

Miscellaneous Terms: This is an integrated Letter Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement. The unenforceability, invalidity or illegality of any provision(s) of this Letter Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

**COACHELLA VALLEY PUBLIC
CEMETERY DISTRICT**

*****INSERT NAME OF
CONSULTANT*****

Approved By:

Signature

INSERT NAME
INSERT TITLE

Name

Title

Attest:

Date

INSERT NAME
Board Clerk

APPROVED AS TO FORM:

By: _____
INSERT NAME
General Counsel

EXHIBIT “A”

SCOPE OF SERVICES

Perform Financial and Accounting Services to include the following support:

1. Perform monthly investment account reconciliations.
2. Perform monthly review of bank reconciliations.
3. Perform monthly review of GL, JE's, and payroll.
4. Assistance with annual audit preparation and support (as needed) of auditor request for information.
5. Assistance with general accounting issues and questions.
6. Assistance with creation of annual reports (information for data graphs, etc.).
7. Consulting on administrative and management decisions related to accounting and financing (financing, bonds, etc.).

EXHIBIT “B”

COMPENSATION

*****INSERT CONSULTANT RATE SCHEDULE*****