



Date: September 12, 2024

To: Board of Directors

Submitted by: David Aranda, Interim General Manager

Subject: Discussion and Direction Regarding the Financial Consulting Services the District Uses and Changing Providers

Recommendation

Approve authorizing the General Manager to move forward with an agreement with Melissa Klinect of Beyond Ledgers LLC for financial consulting services.

Background

Upon the arrival of the current Interim General Manager, the District was in dire straits regarding the handling of personnel, finance and CalPERS matters. To address these issues the District authorized the consulting services of EideBailly to assist with these matters, and today I am pleased to see the District operations are in good order. This progress was the result of work done by EideBailly and the team of Cindy and Samantha.

For Fiscal Year 2023 we continued working with EideBailly. The team of Samantha and Cindy left us for a team of James & Kamiko. With that I have had concerns regarding the accuracy of billable hours and also concerns for EideBailly's hourly rate in comparison with the level of financial help we need.

Attached is a proposal from Melissa Klinect of Beyond Ledgers LLC who runs her own small bookkeeping company. I have known Melissa Klinect for almost fifteen years because she is the daughter of the office manager that worked with me in Bakersfield, California. I am confident that Melissa can do the work we are currently in need of on a month-to-month basis.

I also want to emphasize that Cindy with EideBailly would still be available for difficult financial and CalPERS situations should they come up. The District has two agreements with EideBailly, one with the team in Sacramento and one with Cindy's team.

If the Board gives me the authority to move forward in entering into an agreement with Melissa, I will provide thirty days' notice to the Sacramento EideBailly team but would continue to have an agreement in place with Cindy's team.

Exhibit(s)

- Proposal from Melissa Klinect of Beyond Ledgers LLC
- Melissa Klinect Resume 2024



Bookkeeping Services Proposal

Prepared for Kensington PPCSD

September 5, 2024

From:
Melissa Klinect
Owner/Operator
Bookkeeping Professional
Beyond Ledgers LLC

Introduction

Thank you for allowing Beyond Ledgers LLC to present you, Kensington Police Protection CSD, with our services and clarify the terms of our engagement. We know that you have many choices for a service provider, and we trust this comprehensive document will provide you with confidence in our future relationship. It would be a great privilege to add you and your team to our family of clients whom we are thrilled to serve.

Service Overview

Our services are geared to scale with businesses at various levels of need, performance and size. Our services are based around “Cloud Accounting” systems, which are remote solutions using specialized software and efficient processes. We’ve developed these services through experience, with the goal of meeting unique industry needs, while providing the utmost clarity and accessibility to our clients.

Monthly Bookkeeping Services Investment:

The services provided will be billed at an hourly rate of \$100/hr., billed monthly via electronic invoicing and due upon receipt, with an estimated 20 hours per week workload. Estimated workload may increase or decrease depending on the factors involved to complete assigned tasks. These factors may include, but are not limited to, year-end close where additional financial and administrative tasks require additional time and resources, vendor changes that can require initial increase in time and effort involved, or extra communication for clarity to address specific issues.

Monthly Recurring Bookkeeping Services:

- Categorize & reconcile checking, savings, and credit card accounts by department.
- Continuously Setup or Customize Chart of Accounts for Management Needs
- Review and enter payroll into current third-party processing company
- Data Entry for CalPERS, review and balancing payroll with CalPERS and payment processing for CalPERS
- Monthly Accrual Basis Reports for Management with Actual vs. Variance comparison.

- Year End reporting, including close of payroll and calendar year reporting services as well as W-2 forms.
- Journal Entries as needed for reconciling
- Meetings with Management via phone or video conferencing

Scope and Definition of Bookkeeping Services

When we present bookkeeping services for the purposes of our engagement, we want to be sure we are clear on what is and what is not included. We will perform the following actions based on the approved list above.

Our services are dependent on access to data that allows us to process and verify your financial information. Under normal circumstances, we can access your data via automated systems with your support. If this is not possible, we will require you to provide us with timely and accurate records as we request. If this is not a workable solution, it will likely affect our ability to provide services for you. In some cases, it is beneficial to change banking or credit providers to facilitate access. We may recommend this if we encounter this situation together.

If we encounter a situation where access to necessary data is not available, we may suspend or cancel the services under this engagement. In such a case, we will provide you with notice of the reason and a proposed solution. If not resolved within a reasonable time, services will cease, and all fees paid or due will be non-refundable. We want to provide you with efficient and accurate services, but poor systems and responsiveness can hinder this. We want to be clear about goals and communication needs up-front.

Scope and Definition of Support Services

Email, Text, Phone Support, and Video Conferencing

My team will be available for bookkeeping support and reporting assistance through messaging, email, and by scheduled phone calls or video conferencing. Our goal is to respond to you within the next full business day.

Payment and Billing Terms

Payment for service plans will be paid through an ACH invoice.

Any payment returned as NSF or with similar unpaid status will incur an administrative fee of \$25 due to the effort our team takes to resolve these issues. You consent to our subsequent attempts to draft outstanding overdue balances, up to 3 attempts before your account is termed delinquent and services suspended.

In the case of late payment, where a payment is not received by the due date, a delayed payment convenience fee will be applied to your account. This fee amount will be equal to \$25. If any invoiced amount remains past due, a delayed payment convenience fee equal to the greater of either \$25 or one and a half percent (1.5%) of your then total due balance shall be applied to your account monthly on the first of each successive month until no past due balance remains.

If any payment due for monthly recurring services or other out of scope services is not received within fifteen (15) days of the stated invoice due date, the following actions will be taken:

- Suspension of plan services
- Suspension of payment toward third-party subscription services, transferring billing to you

If any payment due for monthly recurring services or other out of scope services is not received within thirty (30) days of the stated invoice due date, the following situations will apply in addition to the actions taken above:

- Collections procedures may be undertaken, at cost to the delinquent party
- Our service relationship will end as it stands under this engagement
- Any future work will require the re-establishment of an engagement to include the following:
 - On-boarding
 - Back-work
 - New or updated terms and pricing levels

Information and Data Accuracy

Many elements and aspects of our services are dependent on the receipt of accurate and timely information and data. If we are unable to receive timely information from you, or requests to you are not answered, we may not be able to provide you with the services you have requested. Additionally, we are not responsible for incomplete or inaccurate information provided by you or any third-party.

Third-party Service Conditions

Our services are based, in part, on the resources, systems, and platforms provided by third-party providers and vendors. These vendors offer products and services with independent decision-making authorities and control. We cannot guarantee you accuracy, security, usability, or any other form of integrity or access for any such products or services. We are not liable to you or any third-party for any loss or damage from either the action or inaction of any third-party.

Information and Communication Security

The nature of our work requires us to collect certain nonpublic personal information about you from various sources. We collect financial and personal information from applications, worksheets, reporting statements, and other forms, as well as interviews and conversations with you and others. We may also review banking and credit card information about you and others. All information we obtain about you will be provided by you or obtained with your permission based on this engagement letter. We restrict access to your confidential information to those within our firm who need to know to provide you with services. We will not disclose your personal information to any third party without your express permission, except where required by law.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim

and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenue or anticipated profits, or disclosure or communication of confidential or proprietary information.

Our Relationship Defined

Although we will have a strong relationship based on personal trust and expert services, no legal partnership, employment relationship, or conjoining of ownership in any entity is formed by this engagement.

Limitation of Our Liability

In an effort to keep the cost of our services as low as possible, we do not apply additional amounts to our publicly published rates and fees for excessive or enhanced risk management products. Based on this situation, we limit the liability for any matter under this engagement or otherwise reasonably connected to you or any third-party related to you to no more than the amount you paid to us during the preceding six (6) months from the date of any civil or criminal claim or statement of injury, damage, or similar loss you make. If you wish to have alternative terms of liability apply, we can provide this at an additional cost through a modification to this engagement.

Disputes and Conflict Resolution, Venue, and Jurisdiction

If we encounter any disputes we cannot mutually resolve together on a professional, but informal, basis, you agree to subject all forms of official legal action exclusively and solely to the venue and jurisdiction of the courts within and superior to Jackson County, in the State of Georgia. The laws of the State of Georgia exclusively and solely apply to this engagement. We are not responsible, in any form, for any liability, penalty, or interest assessment due by you or any other party.

Indemnification and Hold Harmless Agreement

You agree to defend, indemnify, and hold us harmless from claims, suits, liabilities, penalties, or other similar compelled action toward us, including attorney's fees, relating to the services we provide you. In specific cases

where we are compelled to provide documents, testimony, information, or other form of compliance materials or actions before a third party or regulatory entity in relation to the services, you agree to compensate us for our time as stated in the on-demand pricing information and for direct costs we incur. We cannot be responsible for any loss, damage, or adverse conditions relating to your use of the information, reports, and returns we prepare for your presentation to any third party or similar distribution (such as for financing qualification or an income verification request).

Entire Agreement, Severability

This engagement constitutes the entire agreement between us concerning this matter. All prior agreements, discussions, representations, warranties and covenants are merged here. There are no warranties, representations, covenants or agreements, expressed or implied, between us except those expressly set forth in this engagement. Any amendments or modifications of this engagement must be in writing and executed by us mutually.

If any clause, provision, section, sentence, or other portion of this engagement is found to be inapplicable, invalid, void, unconstitutional, illegal, contrary to public policy, or unenforceable by law to any circumstance or person, we mutually intend that the remainder of the engagement will nonetheless continue to be in full effect, provided that the purpose of this engagement is not impacted in a manner that is adverse to either party.

Respectfully,

Melissa Klinect
Melissa Klinect, Owner
Beyond Ledgers LLC

Accepted by:

(Signature)

(Title/Position)

(Date)

(Company)

Melissa KlinectEmail: Melissa@klinect.com

Phone: (661) 599-9929

Professional Profile

Administrative assisting professional with five year background in office positions. Proficient in Microsoft applications such as Word, Excel, Access, and PowerPoint. Excellent verbal and writing skills. A quick learner and a very organized individual. Adaptive to working in a fast-paced environment while paying attention to detail. Honest and dependable.

Experience

- Beyond Ledgers, LLC February 2021 - Present
 Self-Employed Bookkeeping Firm Owner
Instructor of math & science at jr. high levels
- Bookkeeping Services
 - Client Consultations
- Stockdale Christian School August 2018- June 2020
 Part-time Teacher/Assistant Teacher
Instructor of math & science at jr. high levels
- Create lesson plans
 - Detailed grading
 - Hands-on learning
- NOR Parks & Recreation District September 2009 – August 2012, September 2017 – March 2020
 Sports Facilitator
 Instructor of seasonal sports to groups of all ages with vibrant customer interaction
- Coach little league sports
 - Perform duties to carry out seasonal sports activities
- Seventh Standard Pentecostal Church of God February 2012 – February 2016
 Assistant Church Secretary Treasurer
In charge of tracking incoming and outgoing funds, monitoring balances, reporting, and document management. Cash load >\$5000 weekly.
- Bookkeeping
 - Data Entry
- A Bit of Heaven Boutique May 2012 – June 2013
 Customer Service Representative
Overseer of customer relations, register, inventory surplus or shortage, and sales.
- Bookkeeping/Data Entry
 - Cashiering
 - Customer Service
 - Receptionist
 - Sales/Marketing
- Education
 High School Diploma – North High School, 2010
 AS Degree, Business Administration with Accounting Concentration - Bakersfield College, 2012
 BS Degree, Finance - California State University Bakersfield 2014
 Bookkeeper Business Launch Certified 2020
 Quickbooks Proadvisor Certified 2021 (Recertified Annually)