

July 25, 2022

Seth Coleman, Mayor
City of Mills
P.O. Box 789
Mills, WY 82644

Dear Mr. Coleman:

Porter, Muirhead, Cornia and Howard, CPA ("firm", "we", "us", "PMCH", or "our") is pleased to provide the City of Mills ("you", "your", or "City") with the professional services described below. This letter ("Agreement") confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objectives and Scope

The objective of this engagement is to provide accounting and advisory assistance.

The scope of professional services that will be provided to the City of Mills are outlined below:

- Assistance in preparation of the City and Town Financial Report: F-66
- Assistance in preparing for annual audit
- Assistance in preparing the financial statements, including management's discussion and analysis
- Assistance in preparing the Schedule of Expenditures of Federal Awards
- General Accounting and Advisory Assistance

Our recommendations regarding procedures to be performed and the results of the procedures performed are dependent upon the accuracy and completeness of the representations and information that we receive from you. Accordingly, inaccurate or incomplete representations could result in inaccurate findings or inappropriate recommendations, and critical recommendations may not be identified.

PMCH Responsibilities

We will perform our services in accordance with the *Statement on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants ("AICPA"). Such services do not constitute an audit, review, or any other attestation service as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result on the issuance of a written communication to third parties by Porter, Muirhead, Cornia, and Howard regarding the financial data or the internal controls, expressing an opinion or conclusion or obtaining or providing any form of assurance.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.



MAIL: PO Box 2750
Casper, WY 82602-2750



PHONE: (307) 265-4311
FAX: (307) 265-5180



LOCATION: 600 East 1st Street
Casper, WY 82601

If for any reason, we are unable to complete the engagement, we will communicate the circumstances to you.

Client Responsibilities

Your Support

We will require the support of your personnel to achieve timely completion of the project. Support includes, but is not limited to, the collection of all relevant documents (paper or electronic) and the scheduling of interviews and coordination of meetings. Failure to receive such support in a timely manner may negatively affect our ability to fulfill the scope of the requirements described above within the agreed-upon timeframe.

Project Management

You will designate a member of your management level, who possesses suitable skill, knowledge, and/or experience, (the "Project Sponsor") to oversee the services and conduct of this project, including coordination of your resources needed and review of draft deliverables. You authorize us to accept instructions from the Project Sponsor for this engagement.

You agree that your personnel assigned to this project are responsible for reviewing any draft deliverables provided by our firm on a timely basis.

Management Functions

Your management agrees to:

- make all management decisions and perform all management functions, including determining account coding's and approving all proposed journal entries;
- evaluate the adequacy and results of the services performed;
- accept responsibility for the results of the services, including decisions regarding the implementation of any recommendations provided by us; and
- establish and maintain internal controls as well as monitor ongoing activities.

You agree that your management and employees are responsible for the accuracy and reliability of information provided to us, the proper recording of transactions in the records, the safekeeping of assets, and the accuracy of the financial statements.

Timing of the Engagement

The term of this engagement is a period from July 1, 2022 through March 31, 2023. PMCH may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Professional Fees

Our professional fee for the services outlined above will be based upon the number of hours required by the staff assigned to prepare the Engagement Deliverables, which is estimated to be:

Procedure	Price
Assistance in preparation of City and Town Financial Report: F-66	\$1,705
Preparation of annual audit schedules	\$9,680
Preparation of financial statements, including management's discussion and analysis	\$10,000
Preparation of Schedule of Expenditures of Federal Awards – up to 15 hours	\$3,300
General accounting and advisory assistance	\$300/hour

The fees are based upon the complexity of the work to be performed, and our professional time, as well as out-of-pocket expenses. In addition, this fee depends upon the timely delivery, availability, quality and completeness of the information you provide to us. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis.

We appreciate the opportunity to be of service to City of Mills. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance.

Very truly yours,



Porter, Muirhead, Cornia & Howard

Certified Public Accountants

ACCEPTED:

Seth Coleman, Mayor

Date