

# Kennemer, Masters & Lunsford

CERTIFIED PUBLIC ACCOUNTANTS

Limited Liability Company

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Houston, Texas 77042  
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## Engagement Letter

September 23, 2016

To the Honorable County Judge  
And County Commissioners  
Johnson County, Texas  
Cleburne, Texas 76031

We are pleased to confirm our understanding of the services we are to provide Johnson County, Texas (the "County") for the year ended August 31, 2016. We will audit the combined financial statements – regulatory basis (Combined Balance Sheet, Combined Statement of Revenues, Expenditures and Changes in Fund Balance, and Combined Statement of Revenues, Expenditures and Changes in Fund Balance by Contract – Budget and Actual) of Johnson County's Texas Juvenile Justice Department (TJJD) Grant Funds as of and for the year ended August 31, 2016.

### **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 the regulatory basis of accounting. 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 standards established by TJJD, and will include tests of the accounting records of the County and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. We will issue a written report upon completion of our audit of TJJD's financial statements. Our report will be addressed to the Honorable County Judge and County Commissioners of the County. 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 on the financial statements 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 to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance 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*.

www.kmandl.com – Email: kmkw@kmandl.com

Members: American Institute of Certified Public Accountants, Texas Society of Certified Public Accountants,  
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### **Audit Objectives - continued**

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 entity'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 entity'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 County 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 rather than absolute 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 abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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, there is a risk that 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 you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. 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.

### **Audit Procedures-Internal Controls**

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. 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 County'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*.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable 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 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, (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.

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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 establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us 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. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements 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 and related notes and that you have reviewed and approved the financial statements 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, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. 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 confidentiality agreement, you will be asked to provide your consent prior to the sharing of your 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 and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the County; 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.

The audit documentation for this engagement is the property of Kennemer, Masters & Lunsford, LLC 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 Texas Juvenile Justice Department to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kennemer, Masters & Lunsford, LLC 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 of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the TJJD. If we are aware that the TJJD is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation

We expect to begin our audit on approximately September 26, 2016 (interim and year-end audit field work). Based upon this fieldwork date, we plan to issue the final reports no later than February 15, 2017. Varenia S. O'Quinn is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign them.

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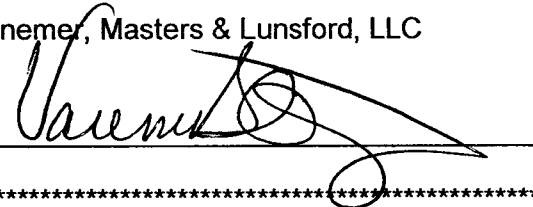
Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), except that we estimate our fee to be \$ 4,455. In the event that the fee for services exceeds the estimated fee amount, Kennemer, Masters and Lunsford, LLC will communicate to the Commissioners Court for approval prior to exceeding the fee estimate amount. 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 each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may 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 costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report (no letter of comment) accompanies this letter. Further as a supplement to this letter, we are enclosing an explanation of certain of our Firm's Client Service Concepts. We have found that such explanation helps avoid misunderstandings and enhances our ability to work closely with our clients.

We appreciate the opportunity to be of service to the County 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.

Very truly yours,

Kennemer, Masters & Lunsford, LLC

By: 

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RESPONSE:

This letter correctly sets forth the understanding of Johnson County

By: 

Title: Johnson County Judge

Date: 10/6/16

August 19, 2014

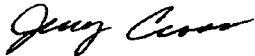
Kevin Ray Cadenhead, CPA  
Kennemer, Masters & Lunsford, CPAs, LLC  
8 W Way Ct  
Lake Jackson, TX 77566

Dear Mr. Cadenhead:

It is my pleasure to notify you that on August 18, 2014 the Texas Society of CPAs 2014-15 Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2017. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Jerry L. Cross, CPA  
Director, Peer Review  
jcross@tscpa.net 800 428-0272

cc: Robert Dale Goldstein

Firm Number: 10084266

Review Number 361398

Letter ID: 916871

# Robert D. Goldstein, CPA

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Member of the TSCPA and the AICPA Center for Audit Quality

## System Review Report

July 17, 2014

To the Members of Kennemer, Masters & Lunsford, LLC  
and the Peer Review Committee of the Texas Society of Certified Public Accountants

I have reviewed the system of quality control for the accounting and auditing practice of Kennemer, Masters & Lunsford, LLC (the firm) in effect for the year ended March 31, 2014. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of my peer review, I considered reviews by regulatory entities, if applicable, in determining the nature and extent of my procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, an audit of an employee benefit plan, and an examination of a service organization [Service Organizations Control (SOC) 1 engagement].

In my opinion, the system of quality control for the accounting and auditing practice of Kennemer, Masters & Lunsford, LLC in effect for the year ended March 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Kennemer, Masters & Lunsford, LLC has received a peer review rating of *pass*.



Robert D. Goldstein, CPA



# **KENNEMER, MASTERS & LUNSFORD, LLC**

## **CLIENT SERVICE CONCEPTS**

### **An Open Letter to Our Clients:**

The following is a discussion of certain of our Firm's Client Service Concepts. We have found that explanation of these concepts helps to clarify our services, and enhances our ability to work more closely with you. Moreover, although certain of these concepts may involve services you have not engaged us to perform, this discussion may help to clarify future engagements.

### **Accounting and Auditing**

#### **Responsibilities**

We will use our skills as accountants and auditors on your behalf and are responsible for performing such work with due professional care within the framework of our professional standards. However, as management of the County, you are necessarily more familiar with its operations, its personnel and the reality underlying its books and records. Accordingly, your management will remain primarily responsible for the data and information contained in the financial statements, as well as for the evaluation of the capability and integrity of the County's personnel and the maintenance of adequate accounting records and internal controls for safe-guarding the County's assets. As we near completion of our audit work, we will ask you to carefully review the financial statements and confirm to us in writing the important representations they contain, which we will rely upon. Therefore, if there is anything in those statements that is not completely clear to you, please be sure to question us until you are satisfied.

#### **Issuance of Reports**

When we report upon your financial statements or other financial data, our exercise of professional due care includes important processes wherein we review our own work. When our work has been completed, our findings will be presented to you in a formal report. Accordingly, although we may sometimes make a pencil or draft copy of our report available to you as a courtesy, those findings are not to be relied upon or disseminated until our completed formal report is issued.

#### **Other Information in Documents Containing Financial Statements**

The inclusion of our reports in documents containing information in addition to the financial statements and our reports thereon (e.g., regulatory filings, offering circulars, etc.) may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our consent. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of your intention to issue any such document.

## Concepts Which Pertain To All Services

### Timeliness

We not only aim to perform our work in keeping with the highest professional standards, but we also expect our work to be conducted efficiently and completed on time. We plan our engagements to make sure we do this, but because of circumstances beyond our control, and often beyond yours as well, this is not always possible. When situations arise when it appears there will be delays or we must do additional work, our people are instructed to inform you promptly. We believe you should be made aware of any matter that may impact our service or fees and given the opportunity to help resolve any problems which arise.

### Supervision of Your Personnel

When called for by our engagement, we would be pleased to provide your personnel with appropriate guidance and assistance. For example, we might provide certain record keeping or financial reporting instructions to your accounting staff. However, we are sure you understand that we cannot be responsible for the day-to-day supervision of your personnel or for ensuring that such personnel fulfill their assigned responsibilities. You, or someone on your staff, must exercise this responsibility.

### Independence

One last point: to provide you with proper, unbiased and objective service, our professionals should be independent of your organization. This not only means that our people should not have any investment or other business dealings with your organization or personnel, but also, that they cannot accept gifts or other personal payments from you in appreciation for their services.

Naturally, they are not to accept any commissions or other payments from any suppliers or other parties with whom you do business for having referred them to you. These rules are very important and we not only ask your cooperation in applying them, but request you to advise us if you observe anything that might indicate that these policies are not being followed.

We intend the name "Kennemer, Masters & Lunsford, LLC" to stand for outstanding client service. We want you to be so pleased by our service that you will recommend us to your friends and business associates. If, however, any of our people do not adhere to the foregoing service concepts, or if our service does not please you for any other reason, please let us know. Feel free to call your account officer or managing officer.

We would be pleased to answer any questions you might have about this discussion, or any other aspects of our client services.

Sincerely,

*Kennemer, Masters & Lunsford, LLC*  
The Shareholders/Partners of  
Kennemer, Masters & Lunsford, LLC