



March 1, 2023

Thomas Jefferson Planning District Commission
P. O. Box 1505
401 E Water St.
Charlottesville VA 22902-1505

Dear Christine:

This letter confirms the Accounting and Advisory Services THOMAS JEFFERSON PLANNING DISTRICT COMMISSION has asked Hantzmon Wiebel LLP to perform. Please read this letter carefully, because it outlines expectations by both our firm and your organization. The intention of this letter is to confirm your understanding of, and agreement with, both what is included with our services, as well as the limitations of the Accounting and Advisory Services you have asked us to perform.

Services To Be Provided

At your request and under your direction, we will perform the Accounting and Advisory Services described in Appendices A and B. Additionally, if you have questions and/or concerns regarding your ongoing financial reporting, accounting records, and business management issues, we may provide additional assistance and describe alternatives we are aware of. Our advice and related alternatives will be based on our knowledge, training, and experience, but at all times, the decisions you make are strictly yours, as is the responsibility for the financial records of your company. We encourage you to reflect on our recommendations and implement what you believe is best for your company.

If necessary, we may suggest you contact your attorney, one of our strategic partners with specific expertise, or someone else better suited to assist you. We have no responsibility to oversee the services of any other professionals with whom you engage to provide services.

Hantzmon Wiebel LLP, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions, including determining account codings and approving journal entries, and will notify THOMAS JEFFERSON PLANNING DISTRICT COMMISSION of such refusal.

Your Responsibilities

You authorize Hantzmon Wiebel LLP to accept instructions from you and/or from the staff you designate for this engagement.

You agree you are responsible for the proper recordkeeping of transactions in the records, the safekeeping of assets, and the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. In addition, we have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

You agree to make staff available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services. We reserve the right to suspend or terminate our work. Upon suspension or termination, we will use commercially reasonable efforts to transfer information in our possession that THOMAS JEFFERSON PLANNING DISTRICT COMMISSION is entitled to per the AICPA Code of Professional Conduct to the Organization or its designated representative.

Hardware and Software Warranties

During the course of the engagement, we may recommend a purchase and installation of computer or technological hardware, software, communications, or services by your company. Warranties, to the extent they exist, are provided only by the manufacturer/developer/vendor of those computer or software products. We will do our best to provide appropriate recommendations when available, but the final decision and responsibility to purchase any computer or software products is at your sole discretion.

Computer Consulting Limitations

We have a basic understanding of computer hardware, but our area of expertise is in accounting software and related integrated applications. We do not have the skill set to work on your network, computer hardware, Windows configuration, mapping of drives, or any other computer-related issues. We advise that you maintain an ongoing relationship with a qualified IT professional and/or company to ensure that you have assistance available when technology needs arise. This includes your obligation to ensure that you have access to the internet in order to work with the software solutions and other “cloud-based” applications that we will use as a core part of the services we provide to you.

Your Investment

Your financial investment in your ongoing services with us, as well as the scope of our services with you, is outlined in the Appendices of this agreement. In order to ensure that we are providing you with seamless access to the services and expertise you need from us, your investment has been conveniently structured as a monthly or weekly fixed fee arrangement, to be billed via recurring automatic draft to the bank account or major credit card you select. Fees will be analyzed on a quarterly basis. If the volume of ongoing transaction processing, the complexity of the services you request, or other matters change relating to the services we are providing to you, we will communicate any related change in our fees to you.

Requests for Additional Services

We want to ensure that you are never surprised by the price for any service we provide. Therefore, we have adopted a “Service Order” Policy. If you request that we provide services beyond those outlined in this agreement, we will be happy to provide you with a “Service Order” outlining the scope of that request, our fees, and anticipated timeline for those services. Although we strive to meet your needs, we reserve the right to decline a request for additional services that are outside the scope of services we provide or our expertise, or for any other reason. A “Service Order Request” form is provided in Appendix C. Any such requests will be considered addendums to this agreement.

Legally Required Services

In the event that we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. We will request a retainer payment in advance of the services being performed, as well as ongoing replenishments of the retainer. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

Confidentiality

Hantzmon Wiebel LLP agrees to take reasonable steps to protect all Confidential Information and to use the Confidential Information only in connection with performing the services hereunder. For purposes of this agreement, Confidential Information shall mean any and all information which is private and not in the public domain about THOMAS JEFFERSON PLANNING DISTRICT COMMISSION that is provided, obtained, or produced in connection with the services in written, oral, digital, or other tangible form, including, without limitation, all information furnished at any time relating to the Organization's business, customers, intellectual property, processes, and strategies; all portions of any analyses, compilations, data, studies, or other documents prepared by Hantzmon Wiebel LLP that contain or are based on any furnished information or that reflect its review of such information; any and all information concerning the Organization's plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, and financial information; and any other information that ought reasonably, under the circumstances, to be considered confidential. Hantzmon Wiebel LLP agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that such Confidential Information is protected from unauthorized disclosure, but not to a greater extent than the Organization itself uses to protect Confidential Information. Without limiting the generality of the foregoing, Hantzmon Wiebel LLP shall not disclose Confidential Information to any party outside its organization without the prior written approval of THOMAS JEFFERSON PLANNING DISTRICT COMMISSION. Hantzmon Wiebel LLP represents that, as a matter of policy, it informs its personnel concerning maintaining the confidentiality of client information. The parties hereto agree that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents that we make available to you are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Third Party Disclosure and the use of Third Party Services

Unless you indicate otherwise, you consent to and authorize our firm to transmit confidential information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include, but are not limited to, the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third-party developers), transfer of accounting information and other data files via the internet, online back-up services, web site developer and hosting services (for newsletter and order processing), or a credit card processing company. We only work with established companies that we believe to be reputable and that have demonstrated their commitment to safeguarding your data. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Electronic (Email) Communications

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 revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Record Retention

During the course of our work with you, we will use one or more third-party applications (including internet-based application providers) to provide portions of our services to you. This may include online filing of your accounts payable or other business documents. By signing this agreement, you confirm that you understand the services being provided and also agree that Hantzmon Wiebel LLP is not liable for record retention or any other aspect of the services provided by these third parties, even if we absorb the cost (in part or in full) of a third-party service as a benefit to you. You at all times assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

It is our policy to keep our electronic and work paper files electronically for three months, unless otherwise required by tax or other regulatory agencies. All work paper and miscellaneous report copies that we are not required to retain may be discarded at the conclusion of the engagement. At the end of three months electronic files may be erased.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our work is complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our work.

Our workpapers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our workpapers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Our policies require that we maintain workpapers for seven years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period stated in our record retention policy.

If our engagement with you ends for any reason, you will have the option to continue any third-party subscription-based services at your expense. (In some cases, we may have absorbed the cost of these services during our work with you). You agree to complete the transfer of services to your name and assume responsibility for payment within 10 days of the end of our work with you. Our "end date" will be defined as the 11th business day following the date shown on the email or letter of termination/resignation transmitted by either party. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you elect to restore those services (if that option is available from the service provider) or request copies (digital or hard copy) of records from the third-party provider.

Mediation/Arbitration

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION and Hantzmon Wiebel LLP both agree that any dispute over fees charged by Hantzmon Wiebel LLP to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Hantzmon Wiebel LLP, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Third-Party Settlements

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless against such obligations.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to the principles of conflicts of law thereof.

Assignment

All obligations provided under this agreement are between Hantzmon Wiebel LLP and THOMAS JEFFERSON PLANNING DISTRICT COMMISSION, and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

Termination of Services

Either party may terminate this agreement by providing written notice to the other party.

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to provide the requested information or pay for services for this engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we may provide you with an updated timeline for completion of any past-due work. We are under no obligation to resume services. You understand that this may result in significant delays in processing.

We reserve the right to terminate our work immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within 10 days of the invoice date; email is acceptable. No amounts may be disputed after that 10-day period.

You may elect to terminate this agreement by providing Hantzmon Wiebel LLP with 30 days written notice. In the event that services are terminated, you assume responsibility for the transfer of any third-party vendor services as described earlier in this agreement.

If our work is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

Insurance Requirements

You hereby acknowledge that you have business insurance necessary to cover the scope and aspects of the engagement as described in this letter and related Appendices.

Conclusion

This letter sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions or understandings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. As indicated earlier in this agreement, you may request that we perform additional services at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional service will necessitate that we issue a Service Order as an addendum to this agreement, or a separate engagement letter to reflect the obligations of both parties.

The terms of this agreement are valid if signed by both parties within 10 days of the date of this letter. After that date, an updated agreement may be necessary, which will include any changes to our fees, billing structure, or any other aspect of our work.

We appreciate the opportunity to be of service to 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 below and return it to us.

Very truly yours,

HANTZMON WIEBEL LLP



P. Frank Berry

PFB/imf

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of THOMAS JEFFERSON PLANNING DISTRICT COMMISSION.

Signature

Title

Date

APPENDIX A

SERVICES TO BE PROVIDED

The services listed below will be provided to THOMAS JEFFERSON PLANNING DISTRICT COMMISSION as basic bookkeeping services:

- payroll processing through Dominion (and basic HR functions such as updating the software for ongoing changes in pay rates, benefit changes, etc), including recording in Quickbooks
- recording and paying accounts payable
- recording deposits
- reconciling bank accounts
- monthly income accruals
- monthly allocations of expenses
- monthly journal entries
- initial preparation of items needed to issue monthly Board reporting

The additional services listed below will be provided to THOMAS JEFFERSON PLANNING DISTRICT COMMISSION as consulting services:

- Preparation of an “operations manual” to be the property of TJPDC, providing detailed insight into the bookkeeping and financial management functions
- Clean-up/catch-up for bookkeeping and reporting that is not up to date (as it extends beyond the anticipated bookkeeping time during the month)
- Assistance with audit preparation
- Assistance with annual budgeting
- Training costs for the long-term replacement
- Preparation of annual financial statements and additional quarterly/annual filings

APPENDIX B

SERVICE LEVEL AGREEMENT, FINANCIAL POLICIES, AND FEES

YOUR HANTZMON WIEBEL LLP ACCOUNTING TEAM

Initially, our services with you will be provided by the following Hantzmon Wiebel LLP team members:

Christine Lindsay

Frank Berry

Additional/alternate staff may be assigned to you where appropriate as this engagement progresses. You will also receive ongoing support from our Accounting Services Client Support Team/Help Desk.

YOUR PROCESSING, MEETING, AND REPORTING SCHEDULE

In order to ensure timely and accurate ongoing services, it is important that we ask you to provide us with your ongoing transaction, accounts payable, and other information, and that you attend ongoing meetings with us.

REPORTS

Each month, you will receive confirmation from us that the underlying information necessary to prepare your internal management reports have been finalized and are available for your review. We will not prepare any standardized reports other than those listed below:

- Trial Balance
- Bank reconciliations
- Monthly Activity by Class
- General Ledger – Month Closed
- List of Open Items/Questions

Additional reports can be added, but the cost of the design of these reports is not included in this fee.

YOUR INVESTMENT

Your investment in the outsourced accounting services you will receive from us will be structured as follows:

- Retainer in the amount of \$ 5,000 that will be held on account and applied to consulting work performed. This will also be applied to any Service Order requests we receive from you that are outside of the scope of your core agreement with us. We will request replenishment of this retainer on an as-needed basis. Our fees for consulting services will be based primarily on the actual time spent at our hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement.

- Ongoing payment of \$ 10,000 per month for basic bookkeeping services beginning March 1, 2023, to be paid via automatic bank draft or automatic charge to the American Express, Discover, Visa, or MasterCard you provide to us. We will analyze this fee with you on a quarterly basis in order to discuss any appropriate changes.

PAYMENT METHODS

We accept checks and major credit cards. Appointments cannot be confirmed until payment is received. We also request that you keep a credit card (American Express, Discover, MasterCard, or Visa) or e-check payment information on file with us so that we can provide you the most efficient service if more urgent support needs arise.

SERVICE ORDER REQUESTS - FEES AND TERMS

We will request a retainer from you prior to beginning any Service Order requests. Your retainer deposit will be applied to our ongoing services with you. Additional retainer deposits will be requested as work progresses. As a reminder, we will not be obligated to provide services to any client who does not have a retainer deposit on account.

SCHEDULING AND CANCELLATION POLICY (RELATING TO SERVICE ORDER REQUESTS)

Our schedule does have a tendency to fill quickly. Appointments are confirmed for those clients with retainer funds available. Unconfirmed/tentative appointments will only be held for 24 hours before the time is available for another client. Requests for telephone/remote access support, customized financial reports, and/or queries, etc., are also covered by this policy.

We require 48 hours advance notice if you need to cancel or re-schedule an appointment. With any less than that, we cannot typically find another client to use that block of time. If we do not receive 48 hours notice, you will be charged for 100% of the time that was scheduled.

OUT OF POCKET EXPENSES:

You will be charged for travel and for any out-of-pocket expenses we incur on your behalf (office supplies, postage, etc). Generally, these charges will be invoiced monthly and will be due within 10 days of the invoice date. However, we reserve the right to request payment in advance for estimated out-of-pocket expenses at our discretion. All other terms are as outlined in the "Investment" section of this agreement.

ON-SITE SERVICES

We have many ways of working with you remotely. This includes, but is not limited to, remote meetings through Microsoft Teams, cloud accounting solutions, and document exchange via web-portal, etc. We prefer to work remotely for three reasons:

1. We can schedule an appointment with you much more quickly;
2. It is a more cost-effective alternative for you than paying the trip charge; and
3. We are more readily available to you and our other clients to answer questions as they arise.

For these and many other reasons that benefit you as our client, our Accounting and Advisory Services are typically provided in a virtual environment. We will provide you with a hybrid of on-site work and work performed in a remote environment. On-site work will be provided during core hours, yet to be determined. You will provide access to your systems via a VPN environment to allow for additional hours to be worked through a remote schedule.

NON-SOLICIT CLAUSE

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for Hantzmon Wiebel LLP, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

We look forward to working with you!

APPENDIX C

SERVICE ORDER REQUEST – ENGAGEMENT LETTER ADDENDUM

[CPA Firm's Letterhead]

[Date]

Thomas Jefferson Planning District Commission
P. O. Box 1505
401 E Water St.
Charlottesville VA 22902-1505

Re: Addendum to Existing Engagement
Letter/Service Order Request

Dear [Client Name]:

This letter is to confirm your request for the following services, which are outside of the scope of your Engagement Letter with us:

[DESCRIBE THE NATURE OF THE SERVICES HERE]

By signing this addendum to our agreement, you are providing your consent for us to initiate services and receive payment as described below. All other terms and conditions relating to the services you have requested are as outlined in the Engagement Letter.

Estimated fee for the services described above: \$_____

Current available retainer balance: \$_____

Balance due in order to begin work: \$_____

With this signed agreement, you authorize us to draft payment electronically for the "balance due" shown above using the credit card or bank account on file with us.

Estimated start date of this request: [DATE]

Estimated completion date of this request: [DATE]

[Notes: _____]

APPROVED:

Signature

Title

Date