

YOUR PART-TIME CONTROLLER, LLC

1500 WALNUT STREET, SUITE 1200
PHILADELPHIA, PA 19102

March 11, 2022

Rosa Mendez, Executive Director
King Conservation District
800 SW 39th St. Ste 150
Renton, WA 98057

Dear Rosa:

I want to thank you for the opportunity to be of assistance to King Conservation District. I hope and expect that our association will be a beneficial one for you and your organization.

This “Engagement Letter” sets forth the scope of our services, responsibilities, and fees.

Your Part-Time Controller, LLC will provide King Conservation District with a variety of accounting, financial, consulting, and “Controllershship” services as deemed appropriate by you and by us. Some of these services will be provided weekly, some monthly, and some on a project basis. All services will be provided by me personally and/or by my Manager and Associates.

Our fees are determined on an hourly basis. Our Partner and Manager rates are \$205 and \$180 per hour. Our Associate and Staff Accountant rates vary but will be billed to you at \$155 and \$95 per hour. Services provided by our Data Visualization Group will be billed at the Associate rate. Fees are normally adjusted January 1 of each year though we occasionally adjust mid-year as well. The rates quoted here, however, will remain unchanged through December 31, 2022. We will bill for out-of-pocket expenses at cost. Should we need to travel to your location at your request, we will bill for direct travel costs, plus a per diem of \$50/day. Travel time will be billed to you at 50% of our billing rate.

Please be aware that there are two services we do not provide:

1. We offer no tax, legal or investment advice of any kind. We will not prepare or consult on the preparation of any tax returns. Any conversations we may have concerning taxes, legal matters, or investment options should be considered general in nature and not a recommendation of any particular course of action.
2. Though many members of our staff are Certified Public Accountants, we do not perform audits or reviews. An auditor must be independent of their client. We are never independent of our clients. The essence of our involvement is to work as closely as possible with you and your staff to solve your problems and improve your organization’s financial processes. Accordingly, any financial statements that we produce are intended strictly for your internal use.

In the normal course of our work we typically create a variety of electronic models, templates, documents and reports using spreadsheet programs. These electronic files remain the property

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of Your Part-Time Controller, LLC. In many cases it would be helpful for your staff to use these spreadsheets on their own computers. In such cases we will be glad to provide your staff copies for their use at no additional charge. Please be aware, however, that the integrity of a spreadsheet can be very easily destroyed by incorrect usage. Accordingly, we have no liability for erroneous results these spreadsheet models may produce in the hands of your staff.

We are often asked to help prepare various forecasts, projections and budgets, or to review and or comment on forecasts, projections and budgets prepared by our clients. In such cases you understand and agree that we are not liable in any way if for any reason circumstances or outcomes deviate from such forecasts, projections and budgets. You further agree that it is not our responsibility to automatically update any forecasts, projections and budgets that we may have prepared, as new information becomes available. Finally, you agree that we are not liable if for any reason any financial model that we may have built or assist in developing fails to accurately portray real events.

We also typically create a variety of workpapers to aid in our work. These also remain the property of Your Part-Time Controller, LLC. Here again, where appropriate, we will provide you with copies for your own records at no additional cost.

Proper backup procedures for accounting and other financial computer files are very important. Responsibility for faithfully backing up your files rests with you and your staff. In no case will we be responsible for any losses caused by a computer failure and/or by lack of adequate backups.

Though we tend to be closely involved with the operations of our clients, it is possible that fraud committed by a member of your staff acting alone, or in collusion with others, may exist of which we have no knowledge. We shall have no liability for failing to detect fraud, should it exist. Naturally, we will bring to your attention any irregularities that may come to our attention.

The quality of our work often depends on the quality of work of a member of our client's staff. We are not responsible in situations where the accuracy of our work is negatively impacted by incorrect work supplied by a member of your staff, upon which we relied. Also, our clients often request our assistance in hiring and training their staff members in a variety of accounting, data processing, or other procedural and internal control related activities. This we are glad to do. Again, however, we are not responsible for the quality of work of anyone on your staff, including people we have recommended hiring and/or trained.

It is often times helpful and efficient to use email in the course of our work. Be advised that we are not Internet security specialists. In cases where we electronically send information about your organization you agree that we are not responsible in any way if for any reason your financial information finds its way into the hands of an unauthorized person.

We invoice our clients on a weekly basis. Our invoices are due and payable upon presentation. Please understand that Your Part-Time Controller, LLC is a small firm and cannot extend credit. We require that you pay our invoices electronically using Bill.com. We will work with you to

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guide you through a few simple setup procedures. We reserve the right to cease all work for any client who falls into arrears. In such a situation you agree that we shall have no liability that may result from such a premature discontinuance of work.

The people we employ are all excellent and experienced. As such they occasionally receive job offers from clients. We have a substantial investment in our staff that creates a hardship for us if they were to leave. Accordingly, if at any time you decide to offer a position to a current member of our staff, or a former member of our staff within 2 years from their separation date, you agree to the following four conditions: (1) you will notify me in advance of speaking to our staff member; (2) you agree to compensate Your Part-Time Controller, LLC, in the event you hire our staff member, at the rate of 65% of the total salary and hourly compensation you will pay to our staff member in their first full year of employment; (3) the compensation due to us is payable in full no later than two weeks prior to our staff member's commencement of work for your organization; and, (4) no part of the compensation paid to us shall be refunded to you for any reason, including but not limited to situations where your employment of our former staff member fails to work out.

You have complete discretion to reduce or terminate our services to your organization at any time, for any reason, and without advance notice. We reserve the right to also terminate our relationship if we feel that circumstances are such that they prevent us from properly performing our work. In either case you are liable for our time, both billed and unbilled, up to and including the date of termination. In either situation, whether you terminate our services or whether we resign, you agree that Your Part-Time Controller, LLC shall have no liability that may result from such a premature discontinuance of work.

If this letter accurately reflects your understanding of the terms of our engagement, please indicate so by signing the enclosed copy of this Engagement Letter and returning it to me at your earliest convenience.

Thank you again for the opportunity to serve King Conservation District — I am looking forward to it!

Very truly yours,

Jennifer Alleva, Managing Partner
Your Part-Time Controller, LLC

Rosa Mendez, Executive Director
King Conservation District