



PACKER · THOMAS

Certified Public Accountants & Business Consultants

SINCE 1923

December 23, 2024

Mr. Mark Wenick
Board President
Mill Creek MetroParks Foundation

Dear Mr. Wenick

This letter confirms the Client Accounting Services Mill Creek MetroParks Foundation (the “Foundation”) has asked Packer Thomas to perform, and under the terms, which we have agreed to do that work. This letter 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. If you have any questions regarding this letter, or believe we have missed or misstated your understanding, please let us know prior to signing below.

Services To Be Provided

At your request and under your direction, we will perform the Accounting and Advisory Services described in Appendixes A, B, C and D effective January 1, 2025 through December 31, 2025. This letter will be updated on an annual basis going forward and provided to you for your review and signature.

Additionally, if you have questions and/or concerns regarding your ongoing financial reporting, accounting records, and/or business management issues, we may provide additional assistance and/or 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 foundation. We encourage you to reflect on our recommendations and implement what you believe is best for your foundation.

Your Responsibilities

You authorize Packer Thomas 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 are responsible 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 the foundation is entitled to per the AICPA Code of Professional Conduct to the foundation or its designated representative,

The information provided through financial statements and/or projections can be based on factors such as assumptions on future events, and therefore, we are not able to guarantee the performance and/or vouch for the information provided if future events do not prove to be accurate. Alternatively, we will provide the most accurate information to the best of our ability.

Communication is vital with many accounting services; therefore, you are required to notify us of any change of address, email, phone number, or other method of communication in order to let us properly serve you and to avoid confidential information being sent to the wrong address and/or email. Failure to do so may result in fees, suspension of services, and/or termination of the engagement.

In accordance with the terms and conditions of this agreement, the Foundation shall be responsible for the accuracy and completeness of all data, information and representations provided to us for purposes of this engagement. Because of the importance of oral and written management representations to the effective performance of our services, the foundation releases and indemnifies our firm and its personnel from any and all claims, liabilities, costs and expenses attributable to any misrepresentation by management and its representatives.

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.

Additional Services

If you request that we provide services beyond those outlined in this agreement we will be happy to provide you with an amendment to this engagement letter 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 is outside the scope of services we provide, our expertise or for any other reason.

In the case we become aware of a service needed to complete the engagement that we do not provide, we will advise you of that service along with any recommendations that we have. In the case you decline to engage in such service, and we are unable to appropriately address the terms of this engagement, we will so advise you and terminate this engagement. If you decline to engage in such service and we are able to address the terms of this engagement, even if such condition is limited, we will advise you.

Conflicts of Interest

To the best of the our knowledge, we have no conflicts of interest in the acceptance of this engagement. We will advise you immediately of any potential conflicts of interest, should they arise.

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 based on our 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

Packer Thomas 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 the foundation 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 the foundation's business, customers, intellectual property, processes, strategies, all portions of any analyses, compilations, data, studies, or other documents prepared by Packer Thomas that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning the foundation's plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential (the "Confidential Information"). Packer Thomas 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 foundation themselves use to protect Confidential Information. Without limiting the generality of the foregoing, Packer Thomas shall not disclose Confidential Information to any party outside its organization, without the prior written approval of the foundation. Packer Thomas 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.

In the event your information needs to be disclosed to other qualified professionals and/or other advisors, we will require consent by you in writing to share this information prior to distributing. In the case sharing your information is required by law or other regulatory authorities, we may be required to disclose your information without your permission.

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, which 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.

Packer Thomas will not be liable for the breach of a third-party service that results in the misuse or unauthorized access for the foundation's information.

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 Packer Thomas is not liable for record retention or any other aspect of the services provided by these 3rd 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.

Packer Thomas does not keep original client records, so we will return those to you at the completion of the services rendered under this agreement. When records are returned to you it is your responsibility to retain and protect your records for future possible use for a period of 7 years. By your signature below, you acknowledge and agree that upon expiration of 10 years, Packer Thomas is free to destroy our records relating to this engagement. We reserve the right to destroy documents after a shorter period if our record retention policy changes.

We request that you provide all documents needed for us to complete our work in an electronic format. At the start of this engagement we will provide you with access to a secure document portal, so that you may upload documents to us and retrieve documents that we share with you.

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. 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 as 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.

By signing hereunder, you agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement and according to the Ohio Rules of Civil Procedure.

In the event mediation fails to settle the dispute, the foundation and Packer Thomas both agree that any dispute over fees charged by Packer Thomas 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 Packer Thomas, 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.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, with regard to the principles of conflicts of law thereof.

Assignment

All obligations and work product provided under this Agreement are between the foundation and Packer Thomas and neither party shall assign any rights or delegate any obligations nor work product 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, 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 nor are we under any obligation to continue using the prior pricing agreement. 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 Packer Thomas with 30 days written notice. In the event that services are terminated, you assume responsibility for the transfer of any 3rd 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 Appendix(s).

Litigation Support

In addition, you further agree that in the event our firm or any of our employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by Packer Thomas in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses including fees and costs for our standard rates, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

Fees

Your financial investment in your ongoing service(s) with us, as well as the scope of our service(s) with you, is outlined in the Appendix(s) 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 fixed fee arrangement, to be billed via recurring automatic draft to the bank account or major credit card you select. The amount due will be due and payable upon receipt.

After the first 120 days, we will reevaluate the services provided and the associated fees. 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 and any recommendations in change of services that we deem necessary. Moving forward, fees will be analyzed on an annual basis.

Conclusion

This letter sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions and/or understandings. No amendment or modification of this agreement shall be valid unless in writing and 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.

Our services are not designed to substitute for your own business judgement nor are they meant to mitigate the necessity of your personal review and analysis of your investments. Your decisions are your sole responsibility. Our services are meant to be an aide in your decision-making process.

This engagement letter is designated to begin the date signed and continue in effect for the duration of the accounting-related services performed until either a new engagement letter is enforced or unless there is a breach in the contract by either party as listed above.

These services are not designed to discover fraud, illegal acts, or misrepresentations provided to us regarding your investments. In the event we suspect such instances, we will advise you and recommend methods to deal with your specific situation. The terms of this agreement are valid if signed by both parties within 30 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.

Sincerely,



Brandon Sklenar
Senior IT Sales Consultant



Cindy A. Wollet, CPA
Principal & Director of Accounting and Auditing

The above letter and the supporting Appendix(s) confirms our understanding of the services to be performed and the limitations of those services.



Signature

Mark J. Wenick

Printed Name

President

Title

01/03/2025

Date

Appendix A

Fees and Services

List of Services

- Monthly Categorizations of all Bank and Credit Card Transactions Including With and Without Donor Restrictions Transactions
- Monthly Bank Reconciliations
- Monthly Credit Card Reconciliations
- Monthly, Quarterly & Annual Journal Entries
- Generate Monthly Non-Disclosure Financial Statements Using Your Subscribed Software QuickBooks Online
- Tracking 1099 Eligible Vendors and Contractors and Keeping Digital W-9's Within Vendor Profile Pages in QuickBooks Online
- Filing of 1099's at Year-End

Monthly Fee: \$1,200

One Time Services

- QuickBooks Online setup including linking all bank and credit card accounts, setting up users and user preferences, creating the chart of accounts, setting up reports, and setting up classes to track With and Without Donor Restricted transactions.

One Time Fee: \$2,000

****Monthly fee will come out of the account automatically.**

Appendix B

Service Level Agreement, Financial Policies

Your Packer Thomas Accounting Team

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

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 transactions, accounts payable and other information based on the following schedule:

Transaction Processing –Please ensure that all documents are submitted to ShareFile weekly. Your documents will be processed as soon as possible, no later than fourteen (14) business days of receipt, unless open questions we provide to you prevent the complete processing of a specific document/transaction. This schedule may be changed by written agreement.

Reports:

You will receive confirmation from us that your financial statements have been finalized and are available for your review as soon as possible.

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. 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 “Fees” section of this agreement.

On-Site Services

We have many ways of working with you remotely. This includes, but is not limited to, Microsoft Teams, document exchange via ShareFile, Microsoft OneDrive, 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 provided in a virtual environment. We will make on-site visits as agreed upon, or as necessary to ensure your accounting services run smoothly.

If we could be of any assistance in any other way, please do not hesitate to contact us. We thank you for the opportunity to be of service to you and look forward to working with you.

Appendix C

Bank Reconciliations

Our 'normal bank reconciliation services' are performed solely to compare the amount of Cash in Bank on your books with the amount of Cash in Bank shown on the bank statement.

This service is neither designed nor intended to deter or discover fraud, embezzlements or any other irregularities.

When performing the 'normal bank reconciliation services' we DO NOT:

- Look at individual checks,
- Examine signatures, payees or any other information on any individual check,
- Examine the signature cards on file with the bank or determine if the correct authorized individuals have signed the check,
- Determine whether payee information matches what is shown in your books, or
- Perform any procedures to determine whether the checks are for appropriate expenses.

Because we do not perform any of the steps described above, we are able to perform our 'normal bank reconciliation services' quickly and at low cost.

Appendix D

ACH Authorization Form CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize Packer Thomas to send entries to my (our) checking/savings account at the financial institution listed below. (The Financial Institution), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Packer Thomas is notified by me (us) in writing to cancel it in such time as to afford Packer Thomas and the Financial Institution a reasonable opportunity to act on it.

PNC

Name of Financial Institution

Boardman Branch, 7401 Market Street, Youngstown, OH 44512

Address of Financial Institution – Branch, City, State & Zip

Mark J. Wenick

01/03/2025

Signature

Date

Mark J. Wenick

Mill Creek MetroParks Foundation

Name – Please Print

Company

7574 Columbiana-Canfield Road, Canfield, OH 44406-0596

Address

Checking Account

☐

Savings Account

☐

043000096

Financial Institution Routing Number:

1094346452

Checking/Savings Account Number:

These numbers are located on the bottom of your check (not a deposit slip)

***All transactions will be completed in US Dollars**

Packer Thomas Engagement Letter

Final Audit Report

January 03, 2025

Created:	December 23, 2024
By:	Packer Thomas(afink@packerthomas.com)
Status:	ESigned
Transaction ID:	7GTCELLHVQ1MN08PAH5TEDGJU8
Documents:	12-23-24 Mill Creek MetroParks Foundation Engagement Letter.pdf

"Packer Thomas Engagement Letter" History

- 👁 Document emailed to (MVenick@Farmersbankgroup.com) for signature
12/23/2024 11:09:49 AM Eastern Standard Time
- 👁 Document viewed by (MVenick@Farmersbankgroup.com)
12/23/2024 11:54:42 AM Eastern Standard Time - IP address: 24.129.248.32
- 👁 Document viewed by (MVenick@Farmersbankgroup.com)
1/2/2025 14:58:32 PM Eastern Standard Time - IP address: 12.6.67.126
- 👁 Document viewed by (MVenick@Farmersbankgroup.com)
1/3/2025 10:15:11 AM Eastern Standard Time - IP address: 12.6.67.126
- 👁 Document viewed by (MVenick@Farmersbankgroup.com)
1/3/2025 12:34:57 PM Eastern Standard Time - IP address: 24.154.8.209
- ✍ Document e-signed by (MVenick@Farmersbankgroup.com)
Signature Date: 1/3/2025 12:39:49 PM Eastern Standard Time - IP address: 12.6.67.126
- ✅ Document Signed
1/3/2025 12:39:49 PM Eastern Standard Time