



Hampton Roads DC Metropolitan Area

Dear New Client,

Thank you for allowing Fidelis Financial & Accounting Services the opportunity to provide services to RISE Resilience Innovations. We are your constant and committed business partner. To ensure a complete understanding between us, this letter will describe the scope and limitations of the services that Fidelis Financial & Accounting Services (herein after referred to as "*Fidelis Financial & Accounting Services*" or "*Fidelis*") will provide to your company (herein referred to as either "*the Client*" or "*RISE*").

**WORK TO BE DONE**

**A. Agreed Upon Services.**

Attachment 1 provides a listing of professional services that Fidelis Financial & Accounting Services will provide for the Client. Any changes to this listing of professional services will be mutually agreed upon and confirmed in writing.

**B. Scope/Limitations.**

Fidelis Financial & Accounting Services does not provide forensic auditing. Accordingly, our engagement will not, and cannot, be relied upon to disclose financial irregularities or illegal acts such as fraud or misappropriation which may exist or take place during the term of our engagement. Incomplete or inaccurate information provided to Fidelis Financial & Accounting Services will affect the ability of Fidelis Financial & Accounting Services to perform the services for which it is being retained. Should such matters come to our attention during the provision of services same shall be disclosed to the Client forthwith.

**FEES**

**A. Professional Fees.**

Our fee schedule for proposed professional services is shown in Attachment 1. Most items on Attachment 1 reflect negotiated flat fees for support. Client-directed support that falls outside of the work scope reflected on Attachment 1 will be billed at a rate \$95.00 per hour.

**B. Fee Limit.**

The total amount paid to Fidelis over the period of this Agreement and renewals will not exceed \$150,000.

**C. Factors Affecting Fees.**

Professional fees are based upon several factors including time and labor involved, and skill requisite to perform the said services properly.

**D. Direct Expenses.**

Additional charges computer services, fax transmissions, report production and other out of pocket disbursements, including travel costs, may be added to our professional fees, subject to pre-approval by the Client. Such charges are in addition to the flat monthly fees and will be due and payable upon receipt of invoice as billed monthly. As any additional direct expenses become necessary Fidelis will gain prior written approval from client before being incurring such expense.

**E. Terms of Payment.**

NET 15 - All payments are to be paid in full and received by Fidelis Financial & Accounting Services within 15 days of completion of services.



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#### **TERM OF AGREEMENT**

The term of this Agreement is one (1) year from signing date. The Agreement may be renewed for another year with the written agreement of both Parties.

#### **TERMINATION**

Either party may terminate this relationship on thirty (30) days written notice to the other, including email notification, provided that such notice has been received.

During the 30 day termination period, projects in process shall be completed if possible, and no other work shall be undertaken unless the parties agree in writing to specific terms for the additional work.

#### **INTELLECTUAL PROPERTY**

Any copyrightable works, ideas, discoveries, inventions, patents, products, designs, models, coding, charts, drawings, specifications, notebooks, draft or final reports, findings, recommendations, data and memoranda or other information developed in whole or in part by Fidelis in connection with the current Statement of Work or Licensing Agreement or developed prior to the current Statement of Work or Licensing Agreement shall be the property of Fidelis Financial & Accounting Services.

#### **LIMIT OF LIABILITY**

A. The Client hereby agrees that any liability of Fidelis Financial & Accounting Services under this agreement, regardless of form of action, shall be limited to the most recent monthly amount billed for services agreed to hereunder as its exclusive remedy. Client agrees that it shall not make any claim against Fidelis Financial & Accounting Services beyond such amount of monthly account, and Fidelis Financial & Accounting Services may rely on this paragraph as a complete bar to any such claim. Neither party may bring any action arising out of the services under this agreement, regardless of form, more than one year after the date of the last services provided under this agreement.

#### **INDEMNIFICATION & NON-DISCLOSURE**

The Client agrees to release, indemnify and hold Fidelis Financial & Accounting Services (their partners, executors, heirs, successors and assignees) harmless from any and all liability and costs resulting from any known misrepresentations or fraud participated in by management or any such errors resulting from incomplete or inaccurate information provided by management, and such indemnity shall not be limited to the term of this contract but shall be ongoing even after its termination.

The Client also acknowledges that Fidelis Financial & Accounting Services in the course of performed work, may view or otherwise come into contact with information the Client considers confidential. In such a case Fidelis Financial & Accounting Services will undertake to keep such information confidential subject to governing law, jurisprudence and/or order of a court of competent jurisdiction and the Client agrees that no action can be taken against Fidelis Financial & Accounting Services as a result of their view or contact with the confidential information unless Fidelis Financial & Accounting Services fails to honor the undertaking as defined in this paragraph.

#### **APPLICABLE LAW**

This engagement letter shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the Commonwealth of Virginia. In the event of commencement of any legal action regarding any term or condition of this engagement such action by agreement is to be subject to the jurisdiction of the courts of the Commonwealth of Virginia or its political subdivisions.





FINANCIAL & ACCOUNTING SERVICES

Hampton Roads DC Metropolitan Area

**COMPLETE AGREEMENT**

This Letter comprises the complete agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

If you have any questions or concerns regarding this engagement letter or desired services, please contact us. We look forward to being of service to you.


Sincerely,

  
\_\_\_\_\_

Michael G. Setliff, Owner

11/10/17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Shellah Setliff, Owner

11/10/17  
\_\_\_\_\_

Date

**APPROVED**

  
\_\_\_\_\_

OWNER/AUTHORIZED OFFICIAL

Coastal Community Resilience, Inc., DBA RISE  
\_\_\_\_\_

NAME OF COMPANY

DATE

11/10/17

\_\_\_\_\_

OWNER/AUTHORIZED OFFICIAL

\_\_\_\_\_

NAME OF COMPANY

\_\_\_\_\_

DATE

**Client Contact Information:**

Coastal Community Resilience, Incorporated / DBA RISE

Paul Robinson, Executive Director

501 A Boush Street, Norfolk, VA 23510

Phone: 757.418.3516

Email: paulrobinson@riseresilience.org

### Attachment 1: Work Scope and Cost Proposal -- RISE

<b>1. Setup Costs -- One Time Costs</b>	<b>Cost</b>	<b>Comments</b>
2018 QuickBooks Premiere Desktop License	\$379.95	Fidelis will purchase license for client and pass cost back to client on invoice with no markup. Client will own license
Setup Chart of Accounts for Non-Profit Entity in QuickBooks	\$400.00	One Time Setup Work Performed By Fidelis
Setup TSHEETS Timecard Application & Integrate with 2018 QuickBooks Premiere	\$250.00	One Time Setup Work Performed By Fidelis
Setup Citrix ShareFile (File Sharing) Solution -- No Cost To Client	\$0.00	Fidelis will provide secure access to our Citrix ShareFile Site @ No Cost To Client (for sharing of QuickBooks company file and confidential financial documents)
<b>Total Setup Cost</b>	<b>\$1,029.95</b>	
<b>2. Monthly Support By Fidelis</b>	<b>Cost</b>	<b>Comments</b>
Accounting Support Flat Fee -- Bill Payment, Invoicing, Monthly Bank Reconciliation, Financial Statements	\$600.00	\$600.00 Per Month
<b>Total Monthly Support Cost</b>	<b>\$600.00</b>	
<b>3. Monthly License Costs</b>	<b>Cost</b>	<b>Comments</b>
Tsheets Monthly License Fee	\$27.00	Base Fee/Month = \$20.00. User Fee/Month = \$5.00 @ 2 Users = \$10.00. Total = \$30.00/Month. Apply 10% Discount = \$27.00/Month
<b>Total Monthly License Cost</b>	<b>\$27.00</b>	
<b>4. Other Support By Fidelis</b>	<b>Cost</b>	<b>Comments</b>
Draft Accounting/Financial Policies & Procedures Manual	\$400.00	Work Performed By Fidelis
Year End Close Out & Audit Preparation	TBD	Fidelis Proposes T&M @ \$85.00/Hour For Year End Closeout and Audit Preparation Support
Client-Directed Professional Services	\$95.00	\$95.00 Per Hour