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January 21, 2025

Town of McCordsville
Attn: Tim Gropp
6280 W. 800 N.
McCordsville, IN 46055
tgropp@mccordsville.org

Re: Engagement Letter

Dear Mr. Gropp:

Taft Stettinius & Hollister LLP ("Firm") is pleased to have the opportunity to represent the Town of McCordsville as backup legal counsel should your primary general counsel need additional support. Chou-il Lee will serve as your primary contact for this engagement.

Under the rules of the Indiana Supreme Court governing the practice of law, by which we are bound, the Firm will represent the Town as backup legal counsel under this engagement. The Firm will not represent any of the individuals serving and/or employed by the Town in their relationship with the Town. Our allegiance is to the Town and, as a general rule, we would not be able to represent any of the individuals serving the Town in matters adverse to it.

Consistent with the rules by which we are bound, we require a written engagement agreement with all clients. The engagement agreement between us consists of this letter and the accompanying Terms and Conditions of Engagement (the "Terms and Conditions"). The engagement agreement describes our responsibilities to each other and sets forth certain other matters regarding our attorney-client relationship.

To avoid any misunderstanding as to our billing and collection practices as to this matter and as to future matters in which we may represent you, the Terms and Conditions describe the basis on which we will provide and bill for such legal services. In addition to fees, our statements will include charges for expenses incurred, as more fully described in the Terms and Conditions. Should you have any questions regarding these practices, please call us immediately.

If the engagement agreement accurately reflects our understanding, please confirm your acceptance of its terms at the earliest convenience of the Town. Either of the following alternative

methods for acceptance of this engagement agreement will be effective: (a) signing, dating and returning the copy or copies of this letter, including a return by facsimile, or (b) sending us a letter or an e-mail clearly referencing this engagement agreement (including the Terms and Conditions) and agreeing to it.

Please do not hesitate to call us to discuss any questions you may have regarding the engagement agreement. Furthermore, you may wish to consult other counsel to advise you respecting the provisions of the engagement agreement.

If you have any questions about, or if you do not agree with one or more of the Terms and Conditions, please communicate with Mr. Lee at the Firm so that we can try to address your concerns. He can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in the Firm's management or by an Ethics Partner of the Firm. Thank you.

We look forward to a mutually beneficial relationship.

Very truly yours,

TAFT STETTINIUS & HOLLISTER LLP

A handwritten signature in dark ink, appearing to read "Chou-il Lee", is centered below the firm's name.

Chou-il Lee

The engagement agreement, including the Terms and Conditions, is hereby accepted.

Town of McCordsville

By: _____

Tim Gropp
Town Manager

Date: _____, 2025

Enclosure

Taft Stettinius & Hollister LLP
Terms and Conditions of Engagement

This document contains the terms and conditions (the “Terms and Conditions”) under which you are engaging Taft Stettinius & Hollister LLP to provide legal services. The Terms and Conditions apply to all matters for which you might now or in the future request our assistance and as to which we agree, unless, of course, you and we agree to revised Terms and Conditions regarding this or any other matter for which you engage us.

Communications and Confidentiality

The Firm will work primarily with your general counsel but will keep you informed of the status of any matter or matters for which we are requested to assist. Mr. Lee is designated for this purpose. In the event that you or your general counsel need to reach us and Mr. Lee is unavailable, please leave a message with his assistant disclosing the nature and urgency of the call.

You understand and agree that, in order for us to represent you effectively, it is necessary for you to assist and cooperate with us during this engagement. You agree to be available to discuss issues as they arise, to attend in person or by conference call and participate in meetings and other activities in connection with our representation, and to provide complete and accurate information and documents to us in a timely basis.

As lawyers, we are always mindful of our central obligation to preserve the precious trust that our clients expect from us — their secrets and confidences. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. For instance, depending on the degree of security that you wish to maintain, it may not be appropriate to use email or to speak using cellular telephones (or at least not to do so where substantive information is being discussed). Similarly, the exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties with no right to see it. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. Nevertheless, we will use high tech communication devices such as cellular telephones, the Internet, unencrypted e-mail and fax machines, unless you instruct us not to use one or more of these devices, generally or in specific instances.

Whom Do We Represent?

Our client is the Town of McCordsville (“Town”), even though in certain instances the payment of our fees may be the responsibility of others. Throughout these Terms and Conditions, and in the accompanying letter, “you” refers to the Town.

As a governmental entity, our representation extends only to other governmental entities or agencies, departments, bureaus or boards identified in the Firm's response to the Town's Request for Proposals. No one except you and the governmental agencies identified therein are entitled to rely on any advice or other communication we give to each of you, unless we otherwise mutually agree, in writing.

Conflicts of Interest

We represent and have represented many clients over the years on a variety of legal matters. As a result, you possibly may find yourself in a position adverse to another of our clients in litigation, business negotiations, or some other legal matter in which we do not represent you and which is unrelated to this engagement. Accordingly, we include the following:

You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Our Fees

Statements generally are rendered on a monthly basis for legal services provided during the previous month. In determining fees, the major factor is usually time expended. We assign hourly rates for each member of our legal staff based on years of experience, areas of expertise and level of professional attainment.

Our current billing rates for the attorneys we presently expect to work on your matters range from \$350.00 an hour for the most junior associate to \$865.00 an hour for the most senior partner. We utilize paralegals when appropriate. Time devoted by any paralegal to you will be charged at a billing rate of \$280.00 per hour.

Because the representation is for public work and the Firm believes public service by its attorneys is important, the billing rates for this work will be at a reduced rate to recognize the commitment to public service by the Firm. The firm will agree to a monthly retainer of \$1,500.00, which shall be utilized only to provide backup assistance to your general counsel to prepare for and attend meetings, as requested by her, and/or to provide legal opinions, draft resolutions, ordinances, and general policies, and any other general legal advice and research. Mr. Lee's regular billing rate is \$650.00 per hour, which will be billed for all other matters that fall outside this retainer. He will utilize associates where appropriate on matters in an effort to reduce legal expenses.

We will use our discretion in staffing in order to provide proper legal representation. Billing rates for both attorneys and paralegal personnel are, from time to time, reviewed and adjusted on a firm-wide basis and may change during the course of our engagement. Our time charges are based on quarter hour increments.

Although we may from time to time, at a client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unpredictable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates. Payment to the Firm is expected upon receipt of our statement. If at any time during our relationship you find that you are unable to meet the payment arrangement, we urge you to contact us immediately.

Charges for Expenses

In addition to fees, our statements may include charges for expenses, including but not limited to travel (transportation, lodging and meals), computerized legal research, messenger and courier services, long distance telephone charges, and filing fees. Such expenses are billed to you to reflect our direct out-of-pocket expense. Often, however, certain client charges of particular magnitude, such as court reporter fees, costs incurred in compliance with electronic discovery, expert witnesses, consultants, major travel expenses, and title examinations, necessitate direct payment by the client. In these situations, you will be billed directly on our instructions to the providers or we will send the provider's statement to you for direct payment. As is sometimes the case, expense charges may not be current at the time of billing, whether final or interim, because of delays in the receipt of third-party bills and the posting of accounts. Remaining expense charges, if any, will be billed at a later date.

Termination of Representation

Our relationship may be terminated by either of us by giving written notice to the other party. If you terminate this representation at any time, you will have the obligation to pay any outstanding and final billing from us. We may withdraw from this representation at any time consistent with applicable rules of ethical conduct, on reasonable notice, without your consent. Our withdrawal may be based upon, but is not limited to: (a) your failure to cooperate with us as provided above; (b) your failure to pay any of our bills when due; (c) any fact or circumstance that would render our continuing representation unlawful or unethical; or (d) when we have reached an irreconcilable difference of views on the handling of your matter(s). Any termination by us of our representation will be subject to such approval as may be required from any court or other body before which we may be appearing on your behalf.

In the event of termination of our relationship, you agree that you will take all necessary steps to free us of any obligation to perform further, including the execution of any documents necessary or reasonably requested to complete our withdrawal.

When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. Unless previously terminated by the completion of our services or otherwise, our representation will terminate no later than the date of our final statement for services and expenses for the particular matter. If you later retain us to perform further or additional services, our attorney-client relationship will commence again, subject to our original engagement agreement, unless we change its terms, in writing, at that time.

Client Files

When we no longer represent you in a matter, or at your request at any time during the course of our representation, we will take steps, to the extent reasonably practicable, to promptly deliver to you or to whomever you designate, in writing, your papers and property to which you are entitled.

Entire Agreement

The engagement agreement represented by the Terms and Conditions and the accompanying letter supersedes all prior or other contemporaneous written or oral agreements and understandings between us and constitutes the entire agreement between us. The engagement agreement may be modified only in a writing signed by you and by us. You acknowledge that no promises have been made to you other than those contained in the engagement agreement.

Governing Law

All questions arising under this engagement agreement or concerning rights and duties between us will be governed by the law of the State of Indiana excluding choice of law provisions that might select the law of a different jurisdiction. If any provision of the engagement agreement is held by any court or tribunal to be unenforceable, the remainder of the engagement agreement shall not be affected thereby and shall be enforced.

Employee Eligibility Verification

Taft affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Taft shall enroll in and verify the work eligibility status of all its newly hired employees through the Verify program as defined in I.C. §22-5-1.7-3. Taft is not required to participate should the E-Verify program cease to exist.

Taft shall not knowingly employ or contract with an unauthorized alien. Taft shall not retain an employee or contract with a person that Taft subsequently learns is an unauthorized alien.

The Town may terminate for default if Taft fails to cure a breach of this provision no later than thirty (30) days after being notified by the Town.

Miscellaneous

You understand, of course, that we cannot guarantee the outcome of any aspect of this or any other matter as to which we may represent you. Our services and advice will be based on the law at the time of such services and advice and on the extent of our actual knowledge of the applicable facts.