

TOWN OF WHITESTOWN, INDIANA

RESOLUTION NO. 2024-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA, APPROVING AND AUTHORIZING THE EXECUTION OF A LEGAL SERVICES AGREEMENT BETWEEN THE TOWN OF WHITESTOWN, INDIANA AND TAFT, STETTINIUS & HOLLISTER, LLP

WHEREAS, the Town Council of the Town of Whitestown, Indiana (“Town Council”) has determined the need to retain legal services for the Town of Whitestown (“Town”); and

WHEREAS, the Town Council has negotiated an agreement for legal services (“Agreement”) with Taft, Stettinius & Hollister LLP (“Taft”); and

WHEREAS, the Town Council has deemed it to be in the best interests of the Town for Taft to provide said legal services to the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA:

1. The foregoing recitals are incorporated herein.
2. The Town Council hereby approves the Agreement, as attached and incorporated herein as Exhibit A.
3. The Town Council further directs and authorizes the Town Council President to execute the Agreement on behalf of the Town.
4. This Resolution shall be in full force and effect from and after its passage and until further Order of this Town Council.

PASSED by the Town Council of the Town of Whitestown, Indiana, this 14th day of February, 2024, by a vote of ____ in favor and ____ against.

(Signature Page to follow)

THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA

Dan Patterson, President

Tanya Sumner, Vice President

Cheryl Hancock

Tobe Thomas

Eric Nichols

ATTEST:

Matt Sumner, Clerk-Treasurer



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February 14, 2024

VIA E-MAIL

Whitestown Town Council
Town of Whitestown, Indiana
6210 Veterans Drive
Whitestown, IN 46075

RE: Engagement of Taft Stettinius & Hollister LLP

Dear Council:

Thank you for choosing Taft Stettinius & Hollister LLP (“Taft”) to represent the Town of Whitestown (the “Town”). This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services to the Town. During the course of the representation, our client will be the Town. Please take a moment to review this letter, confirming the terms of our engagement and the basis on which our firm will provide services to you.

Scope of Engagement. Taft has been engaged to provide legal services to the Town in regards to general legal issues, attendance at Town meetings, consultations with Town officials and department heads, employment, litigation, public safety discipline, development agreements, municipal finance, bond matters, and legislative advocacy.

Terms of Engagement. The term of this agreement is eleven (11) months from February 14, 2024 through December 31, 2024. Taft will present a separate engagement letter for consideration by the Town in December of 2024 for the 2025 calendar year.

Points of Contact. Ashley Ulbricht will be primarily responsible for your work, but all or a portion of the services may be performed by other Taft professionals. Any questions the Town has with respect to the way your matter is being handled may be referred to Mark Shublak.

Client Responsibilities. The Town agrees to pay Taft's statements for services and expenses as provided below. In addition, the Town agrees to be candid and cooperative with Taft and to keep Taft informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of Taft's representation or otherwise reasonably requested by Taft.

Because it is important that Taft be able to contact the Town at all times to consult with the Town regarding this representation, the Town agrees to inform Taft, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, or other relevant changes regarding the Town or the Town's business. Whenever Taft needs the Town's instructions or authorization in order to proceed with legal work on the Town's behalf, Taft will contact the Town at the latest business address we have received from the Town.

Non-Retainer Fees. The Town agrees to pay Taft an hourly fee for all general matters, including attendance at all Town Council, Redevelopment Commission, Plan Commission and Board of Zoning Appeals meetings, consultations with Town officials or department heads, employment, litigation, public safety discipline, development agreements, municipal finance, and bond matters. State government relations and legislative advocacy is excluded from hourly work.

Taft's hourly billing rates for lawyers currently range from \$260.00 per hour for new associates to \$800.00 per hour for senior partners. Mark Shublak's hourly fee is \$650.00 and Ashley Ulbricht's is \$450.00. Time devoted by paralegals is charged at billing rates ranging from \$140.00 to \$355.00 per hour. Taft's standard rates are reviewed periodically, usually annually, and are subject to change during the course of this engagement. Other factors also may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved; and the results obtained. State Government relations, litigation, and legislative advocacy is excluded from hourly work.

Retainer Fees. The Town agrees to pay a monthly Five Thousand Dollar (\$5,000) flat fee pertaining to legislative advocacy for state government matters impacting the Town.

Payment of Statements. Statements normally will be rendered monthly for work performed and expenses recorded on Taft's books during the previous month. Payment is due promptly upon receipt of Taft's statement. If any statement remains unpaid for more than thirty (30) days, Taft may suspend performing services for the Town.

Termination of Engagement. The Town may at any time terminate Taft's services and representation upon thirty (30) days written notice to the firm. Such termination shall not, however, relieve the Town of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Town through the date of termination.

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Taft, by entering into this engagement with the Town, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Taft is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Taft hereby states that it does not knowingly employ an unauthorized alien. Taft further affirms that, prior to entering into the Contract with the Town, it will enroll in and agree to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Non-Appropriation. The Parties acknowledge that the Town is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this engagement, the Town's fiscal body should fail to appropriate sufficient funds to continue this engagement, it will become null and void. The Town shall not be obligated to perform unless and until sufficient funds are appropriated. The Town agrees to seek funding for the continuation of the engagement during each budget cycle during the initial term or subsequent term of this engagement. The Town agrees to inform Taft in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

Non-Discrimination. Taft agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this engagement, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this engagement.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. Please call me if you have any questions.

Sincerely yours,



Mark I. Shublak, Partner



Ashley Ulbricht, Of Counsel

Town of Whitestown, Indiana

February 14, 2024

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AGREED TO AND ACCEPTED:

Whitestown Town Council

Signature:

Printed Name and Title:

Date: