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January 1, 2025

Austin Knox, Trustee
Wayne Township
320 East Superior Street
Fort Wayne, IN 46802

Dear Mr. Knox:

We are pleased to respond to your request for financial and accounting support services for the Wayne Township. This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform.

SCOPE OF THE ENGAGEMENT

➤ ACCOUNTING AND RECORDKEEPING

We have gained an understanding of the key accounting policies, principles, and procedures being followed, record keeping methods and data maintenance, file structures and file contents, and timeliness of reporting and reporting mechanisms. If recommendations for changes are noted, as they pertain to safeguarding of assets, weaknesses in internal controls, or efficiency and effectiveness of the accounting staff, they will be discussed with management. We will assist with implementation of proposed changes as directed by management. This work will be done on an ongoing basis.

➤ FINANCIAL STATEMENTS AND STATE REPORTING

In connection with the monthly financial statements, and periodic State reporting, prepared by the company's accounting department, we will review journal entries, request and or perform specific account analysis, compare budget to actual, review the assumptions used in expense accruals, revenue recognition, and tax calculations, and perform other procedures as needed. The above work will be done on a timely basis to insure that the company meets its timetable for distribution of the financial statements.

The above procedures do not constitute an audit, review, or compilation of the financial statements in accordance with the standards established by the American Institute of Certified Public Accountants.

The work performed above will be done on a bi-annual contract basis, (January 1, 2025 – December 31, 2026) which limits our involvement and knowledge of the daily operations of the company. Because of this, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcation, may exist and may not be detected by us. By signing below the company acknowledges this fact and agrees to indemnify us should any of the above situations occur.

➤ MUNICIPAL AND STATE COMPLIANCE

We will interface with the Indiana State Board of Accounts and the Indiana Department of Local Government Finance as the oversight entities for their Indiana State accounting compliance work and coordinate or implement procedure and reporting planning strategies adopted by management.

➤ SPECIAL PROJECTS

During the course of our engagement, under the written authorization of management, we will assist with various projects of the company. These can include, but are not limited to, cash management, other tax issues, personnel procedures, review of insurance coverage, computer/software installation, financing arrangements, training of accounting personnel, liaison with vendors and customers or other professionals engaged by the company, and assistance with development of operating budgets and forecasts.

Additional services that we may provide that are not included in the scope of this contract will be billed at our normal per diem rates or as mutually agreed in advance. We will provide you with an estimate of the fees in advance and obtain your approval before we begin work. Please note that a separate job arrangement letter will be presented for each service that is performed that is beyond the scope of the review engagement.

INDEMNITY

To the extent we are acting on behalf of the company and at the direction of management, the company agrees to indemnify us for any damages that may result from our good faith actions.

CONFIDENTIALITY

During the course of this engagement we may have access to proprietary information of the company, including, without limitations, oral and written information and material concerning or pertaining to the company's trade secrets, business methods, plans and/or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the company, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized representative of the WTTO.

USE OF CLIENT INFORMATION

Accounting firm is Whittaker & Company PLLC. Client is Wayne Township Trustee Office.

The accounting firm is permitted to use client information as necessary to perform the services listed in this contract. The accounting firm shall not use client information for any purpose except those permitted by the Agreement or required by law.

The accounting firm shall adopt reasonable safeguards to prevent any unauthorized use of client information. The accounting firm shall notify their employees of their obligations regarding client information, and ensure that employees adhere to the terms of this Agreement.

The accounting firm shall maintain an accounting of all disclosures of client information for purposes other than performance of the Agreement. Such accounting shall include, at a minimum, the date of disclosure, a description of the information disclosed, the identity and address of the recipient of the information, and the purpose of the disclosure. Such accounting shall be available to Covered Entity within fifteen (10) days of a request for same.

The accounting firm shall report to the client any unauthorized use of client information or any security incident involving electronic client information of which it becomes aware, and mitigate, to the extent possible, the harmful effects of any unauthorized disclosure.

The accounting firm shall make its internal practices, books, and records relating to its use of client information and its compliance with this Agreement available to the client within 10 days of a request for same. Upon termination or expiration of the Agreement, the accounting firm shall continue to maintain the confidentiality of the client information in the manner set forth in this Agreement for the timeframe that the accounting firm has access to client information.

The accounting firm agrees to hold the client harmless from, and defend it against any and all claims relating to any inappropriate disclosures of information by the accounting firm and any and all costs, attorneys' fees, expenses, and liabilities incurred by the client in connection with such claims and in the defense of any action or proceeding brought thereon.

FEES

Our fees for these services will be billed on an hourly basis of \$350/hour, plus any out-of-pocket expenses (i.e., travel one way (standard mileage rate), hotel (room rate), printing (\$0.15), copying (\$0.15), faxing (actual costs) and phone calls (actual costs)); these will be billed at our standard rates. Our invoices for services will be sent on a monthly basis and are payable within 14 days of presentation. (There will be a 5% increase in the monthly fee after the end of the first year.)

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 30 days, we will stop all work until your account is brought current, or withdraw from this engagement. The Wayne Township acknowledges and agrees that we are not required to continue work in the event of the Wayne Township's failure to pay on a timely basis for services rendered as required by this engagement letter. The Wayne Township further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the Wayne Township's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to the Wayne Township for any damages that occur as a result of our ceasing to render services.

In recognition of the relative risks and benefits of this agreement to both the client and the accounting firm, the client and the accounting firm have discussed and have agreed on the fair allocation of the risk between them. As such, the client agrees, to the fullest extent permitted by law, to limit the liability of the accounting firm to the client for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the accounting firm to the client shall not exceed the accounting firm's total fee for services rendered under this agreement. The client and the accounting firm intend and agree that this limitation apply to any and all liability or cause of action against the accounting firm, however alleged or arising, unless otherwise prohibited by law.

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. If the parties are unable to resolve the dispute through mediation within a reasonable timeframe of such a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute by 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. Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the Superior Court of the County in which the arbitration proceeds. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, 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.

We shall be pleased to discuss this letter with you at any time.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me. This letter will continue in effect until canceled by either party.

Very truly yours,

Curtis Whittaker

Curtis A. Whittaker, CPA
WHITTAKER & COMPANY, PLLC

APPROVED & AUTHORIZED:



Austin Knox, Trustee
Wayne Township Trustee's Office