



*Certified Public Accountants, Governmental Accounting and Budgeting*

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January 15, 2025

Honorable Monique Simunek  
Buck Creek Township Trustee  
5809 Airport Boulevard  
Greenfield, IN 46140

Dear Ms. Simunek,

This letter is to document our agreement as to our services to Buck Creek Township effective as of January 1, 2025, or when this document is signed by both parties, and thereafter until terminated by either party. If our services are not sought or accepted under this agreement for twelve consecutive months, this agreement will be considered terminated as of our last billing for these services. This agreement is to be treated as a supplement to, and does not supersede, our engagement letter dated January 3, 2023, which remains in force.

We are a CPA firm working primarily with counties, cities, towns, townships, and other units of local government in Indiana. Our mission is to assist local officials in planning and controlling their fiscal affairs. Our services to Indiana Townships are performed in collaboration with the Indiana Township Association.

The services to be performed under this engagement letter are to provide and monitor a timeline of actions for the establishment of a fire territory in conjunction with Greenfield Civil City and Center Township, both of Hancock County. The timeline and the preparation of any necessary documents, including notices, minutes, filings, employment agreements, service contracts, and titles to property, are contingent upon review and advice by your legal counsel.

We will assist the Trustee in developing and maintaining a timeline of action recommended for Buck Creek Township, Center Township, and Greenfield Civil City toward the goal of establishing a fire territory and obtaining tax revenue.

The actions related to the establishment of the proposed fire territory may include, but are not limited to the following:

- Draft and consult on an interlocal agreement designed to govern the operation of the proposed territory.
- Draft and consult on a resolution to designate a provider unit.

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- Monitor and review the reallocation by State and County officials of the allowable property tax levies and local income tax allocations to each unit of government.
- Monitor the 2025 and/or 2026 budget process for the proposed fire territory, specifically as it relates to the designated provider unit.
- Calculate the increase in County allocation available to a fire territory established after December 31, 2022, pursuant to Indiana Code 36-7-14-39(b).
- Calculate the increase in property tax revenue based on Tax Increment Financing Districts established after December 31, 2021, that owed to fire territories pursuant to Indiana Code 36-7-14 (HEA 1246-2022).
- Attend all public hearings as requested by officials.
- Review and advise on the terms of the agreement with regard to sharing of local income tax.

In addition, in the event Buck Creek Township assumes the role as the provider unit, we will assist the fire territory in developing and maintaining a fiscal projection for the proposed fire territory based on discussions with the officials regarding plans and policies that have been adopted or executed. In developing these projections, we will review certain calculations by the Department of Local Government Finance, the Department of Revenue, the County Auditor, and others, to help ensure that revenue calculations are being made correctly.

We will be available to assist the proposed fire territory in matters related to the budget and remain alert for deadlines, problems, and opportunities and bring them to the attention of the fire territory as we consider appropriate.

We will also attend to other fiscal and financial assistance as requested.

### **Terms Applicable to All Services in this Agreement**

We will invoice monthly at our standard rates, which are the lowest we charge any of our clients, plus actual out-of-pocket expenses. Absent any subsequent agreement, we will invoice Buck Creek Township for all services provided.

The Township will only pay for the actual cost of computer research and other research services and materials. The Township will not be charged a premium rate for staff overtime.

The Township will be entitled to the return of any materials provided by the Township to us and also entitled to reports documenting our findings, conclusions, and work product, including reconciliations and schedules of journal entries and GAAP conversion adjustments in support of financial statements. Software we develop, along with spreadsheets, working papers, memoranda,

and internal messages, including both electronic and paper document, will be proprietary to us, our sole property, and not public records.

Payment is expected within 30 days. We reserve the right to discontinue our work and deliver an unfinished report if the payment is not received within 45 days of the invoice, except as otherwise indicated in this letter. Late payments are subject to an interest charge in accordance with IC 5-17-5, or if IC 5-17-5 is found not to apply, 2 points above the prime rate of Old National Bank, or its successors, plus the cost of collection, including attorneys' fees and professional time.

We are a professional corporation organized under the laws of the State of Indiana. The services described herein are not "professional services" as defined at I.C. 23-1.5-1-11 in that they can legally be performed by a person who is not an accounting professional. Our liability is limited accordingly.

Pursuant to I.C. 22-5-1.7-11, we agree to enroll in and verify the work eligibility status of all newly hired employees through E-Verify.

Accordingly, our engagements will not be governed by Statements on Standards for Accounting and Review Services (SSARS), promulgated by the Accounting and Review Services Committee of the AICPA, or by generally accepted auditing standards.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement, or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Notwithstanding any representation we may make herein, we expressly disclaim any monetary liability for any failure, regardless of our degree of involvement, to give timely and proper public notice, to file timely and proper documents, to attend hearings and provide proper representation, and to make you aware of such failures. Regardless of any future verbal or written representations, we will accept responsibility for such liability only if we do so explicitly and in writing. It is understood that any claim regarding the adequacy, or omission, of our services must be asserted within one year of our performance, or omission, of the service. Further, any claim amount will be limited to the fee amount received for the service at issue, or in the case of an omission, the amount received for the calendar year in which the omission is claimed to have occurred. We are not a law firm and are not authorized to practice law. Any information or advice we give is subject to review by legal counsel.

Fiscal and financial information and projections we may provide will be for use by Township officials in the conduct of their official duties and, where appropriate, by citizens in pursuit of their civic duties, and will not be intended for the use of anyone for any other purpose. Nevertheless, we understand our work product may become public records. Actual results may vary from forecasts and projections, and the differences may be material. No assurance is provided. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third-party in connection with our work

for you, you agree to indemnify and hold harmless our firm and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claims arising from or relating to any services or work product that you use or disclose to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds, or nature of any claim asserted. This indemnification shall also apply after termination of this agreement. However, this indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct.

U.S. federal tax advice contained in any communication from us is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue code or promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Professional standards require that we advise you that the firm may from time to time, and depending on the circumstances, use third-party service providers to serve your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. If we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our firm represents that it and all of its officers, employees, agents, contractors, and subcontractors shall comply with all laws and ordinances of the United States, the State of Indiana, and each participating unit prohibiting discrimination against any employee, applicant for employment or other person in the provision of any goods and services provided by this agreement with respect to their hire, tenure, terms, conditions, and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status, and/or Vietnam era veteran status.

If any provision of this engagement letter or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this engagement letter nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

The undersigned represents that he/she is authorized to enter into agreements on behalf of the unit and to encumber appropriations for the cost of the services described. Furthermore, the Township represents that appropriations are available for the cost of the services described, or, in the event appropriations do not become available, we will be given sufficient notice to avoid incurring costs.

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We hope Buck Creek Township finds this letter helpful. We would be proud to be associated with Buck Creek Township, Center Township, Greenfield Civil City, and the proposed Fire Territory.

Very truly yours,



C. L. Coonrod & Company

Buck Creek Township agrees with the arrangement described in this letter:



Executive

Date