

**James A.L. Buddenbaum**  
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March 20, 2023

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Re: 2023 Town Attorney Engagement

Dear Council Members:

This firm, and me in particular, have enjoyed the opportunity to act as Town Legal Counsel and to provide legal services to the Town of Pittsboro since 2001. During that time we have worked on a variety of matters for the Town. This letter will act as an agreement to continue our legal services under the same terms since January 1, 2001.

We understand that municipalities often have budgetary restraints which prevent paying the hourly market rates of competent lawyers to provide services to those municipalities and our hourly rate of \$275 beginning in 2023 recognizes those realities. As in the past, no substantial out-of-pocket expense will be incurred without advance consent of an authorized representative of the Town.

Our representation will continue with respect to all legal matters of the Town except for those which are specifically provided for through insurance which the Town has procured to protect against risk or matters for which this firm is conflicted out. Those matters for which we will generally provide services involve all matters related to the Town Council, Advisory Plan

Commission, Board of Zoning Appeals, Parks and each of the Town utilities. From time to time, I may engage the services of other attorneys within my firm to assist in matters associated with the Town, but in no case will you be double-billed for services which can be performed by a single attorney. We will continue to bill monthly with itemized bills as we have done in the past, but we are open to other billing arrangements. We will continue to strive to provide the best and most efficient representation for the Town, always seeking the best possible outcome for the benefit of the citizens of Pittsboro.

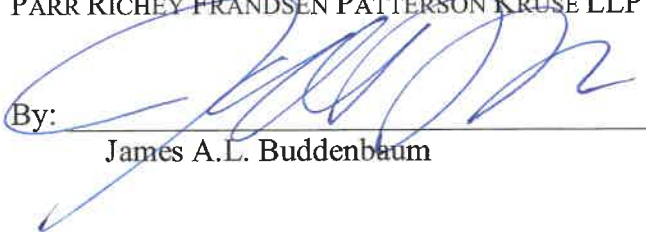
Mandated E-Verify Statement. Pursuant to the engagement of Parr Richey as attorney for the Town, it is required, pursuant to Ind. Code §22-5-1.7-11, to enroll in and verify the work eligibility status of all newly hired employees of Parr Richey through the E-Verify program. Parr Richey is not required to verify the work eligibility status of all newly hired employees of Parr Richey through the E-Verify program if the E-Verify program no longer exists. For the purposes of this paragraph, the “E-Verify program” means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrate Responsibility Act of 1996 (P.L. 104-208) Division C, Title IV, s 403(a), as amended, operated by the United States Department of Homeland Security, or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). An authorized representative of Parr Richey has signed the attached Affidavit concerning the employment of unauthorized aliens.

The terms of this engagement agreement will become effective January 1, 2023 and continue thereafter until amended by agreement of the parties.

If you have any questions concerning the terms of our legal representation of the Town, please contact me. If approved by the Council, we ask that a signed version to be returned to the undersigned. We look forward to our continued successful representation of the Town for many years to come.

Sincerely,

PARR RICHEY FRANDBSEN PATTERSON KRUSE LLP

By:   
James A.L. Buddenbaum

AGREED:

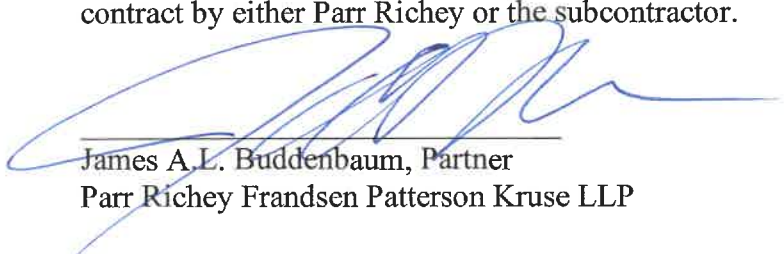
\_\_\_\_\_  
Jarod Baker, President

Date: \_\_\_\_\_

**CLAUSE AND AFFIDAVIT TO BE ADDED TO CONTRACT  
FOR SERVICES TO BE PROVIDED TO THE TOWN OF PITTSBORO**  
(As Required by Indiana SEA 590, Effective July 1, 2011)

**VERIFICATION OF WORK ELIGIBILITY STATUS**

1. Parr Richey Frandsen Patterson Kruse LLP (hereinafter called "Parr Richey") understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this Contract through the E-Verify Program. This requirement shall be waived if the E-Verify Program ceases to exist. For the purposes of this paragraph, the "E-Verify Program" means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
2. An authorized representative of Parr Richey has signed the attached affidavit concerning the employment of unauthorized aliens.
3. Parr Richey understands and acknowledges that if it is believed to have violated this clause or the affidavit as described herein, the Town may provide up to thirty (30) days following notification of the violation to allow Parr Richey to remedy the violation. Notice shall be provided to Parr Richey at its address on the letter agreement. Parr Richey understands and acknowledges that if it is alleged to have violated this clause or the affidavit, the Town may terminate the Contract for breach, and Parr Richey will be liable for damages. Notwithstanding the foregoing, the Town may, at its discretion, continue the Contract for services with Parr Richey following a violation in which Parr Richey employs or contracts with an unauthorized alien until the Town procures a new contractor, if the Town determines that terminating the Contract would be detrimental to the public interest or public property.
4. Parr Richey understands and agrees that if it uses a subcontractor to provide services under the Contract with the Town, it shall be required to obtain and maintain certification consistent with federal law that the subcontractor does not knowingly employ or contract with any unauthorized aliens and has enrolled and is participating in the E-Verify Program. The Town may request, and Parr Richey shall provide, verification that subcontractor has provided and Parr Richey has maintained the aforementioned certification files. If Parr Richey determines that a subcontractor is in violation of this provision, it may terminate the contract with the subcontractor for breach. The Town may terminate the Contract with Parr Richey for breach of contract by either Parr Richey or the subcontractor.



James A.L. Buddenbaum, Partner  
Parr Richey Frandsen Patterson Kruse LLP

**AFFIDAVIT CONCERNING  
EMPLOYMENT OF UNAUTHORIZED ALIENS**

I am a duly authorized officer of Parr Richey Frandsen Patterson Kruse LLP (hereinafter called "Parr Richey"), am a competent adult over the age of eighteen (18), have personal knowledge of Parr Richey's employment practices and I hereby certify and affirm that as of the date of this affidavit, Parr Richey does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. § 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Date:

*March 21, 2023*

  
James A.L. Buddenbaum, Partner

8 U.S.C. § 1324a(h)(3) - Definition of Unauthorized Alien:

As used in this section, the term "unauthorized alien" means, with respect to the employment of an alien at a particular time, that the alien is not at that time either

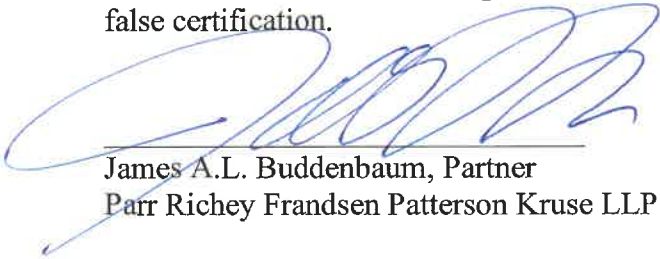
- (A) an alien lawfully admitted for permanent residence, or
- (B) authorized to be so employed by this chapter or by the Attorney General.

**CLAUSE AND AFFIDAVIT TO BE ADDED TO CONTRACT  
FOR SERVICES TO BE PROVIDED TO THE TOWN OF PITTSBORO**  
(As Required by Indiana SEA 590, Effective July 1, 2012)

CERTIFICATE OF COMPLIANCE WITH IND. CODE §5-22-16.5

Parr Richey Frandsen Patterson Kruse LLP (“Parr Richey”) hereby certifies to the Town of Pittsboro (“Town”) that it is not engaged in investment activities in Iran, as described in Ind. Code §5-22-16.5, et al. Parr Richey understands and agrees that if the Town determines that this certification is false, the Town shall take all actions described in Ind. Code §5-22-16.5 including, but not limited to, reporting such false certification to the Indiana Attorney General, and an attorney representing the Town, if Parr Richey fails to demonstrate to the Town that it ceased its investment activities in Iran within ninety (90) days after notice provide by the Town of its belief that Parr Richey falsely provided this certification.

Parr Richey hereby authorizes the Town to provide the Indiana Attorney General, and/or his or her designee, as well as an attorney representing the Town, any and all information related to this certification and Parr Richey’s services with the Town. Parr Richey understands and acknowledges that if it is determined in a civil action that it submitted a false certification, the court may impose civil penalties, Parr Richey may be responsible for all reasonable costs incurred in the action (including investigation costs and reasonable attorney fees and litigation costs), the Town may terminate the contract with respect to which the false certification was made, and Parr Richey may be considered non-responsible for purposes of awarding of any contracts with the Town for up to three (3) years after the date of the Town’s determination of false certification.



James A.L. Buddenbaum, Partner  
Parr Richey Frandsen Patterson Kruse LLP

Date: March 21, 2023