bakertilly
INVESTMENT SERVICES

Baker Tilly Investment Services,
a Division of Baker Tilly Wealth
Management, LLC
8365 Keystone Crossing, Suite 300
Indianapolis, IN 46240
United States of America

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August 7, 2023

Ms. Edra Waterman
Library Director/Chief Executive Officer
Hamilton East Public Library
One Library Plaza
Noblesville, IN 46060

RE: Agreement for Investment Advisory Services

Dear Edra:

This Engagement Letter (the "Agreement") confirms our mutual understanding regarding the retention of Baker Tilly Investment Services, a Division of Baker Tilly Wealth Management, LLC ("Adviser"), a registered investment adviser with the U.S. Securities & Exchange Commission (the "SEC") under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), by Hamilton East Public Library (the "Client") as its investment adviser to perform the services hereinafter described in Exhibit A attached hereto (the "Services"), pursuant to the limitations and conditions set forth in the Agreement or by law, and Adviser accepts such appointment.

It is understood that Adviser will serve in an advisory capacity with the Client. Client acknowledges and agrees that Adviser shall not have discretionary authority with respect to the American Rescue Plan stimulus dollars under advisement (the "Assets"), and Client shall receive no other services from Adviser, except those specifically set forth herein or in Exhibit A. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The Client shall also be responsible for maintaining or contracting with a custodian or other third party to maintain custody of all fund assets and for authorizing the execution of any buy/sell transactions with a broker/dealer or bank. Adviser shall not be responsible for the provision of any custody as that term is defined in Advisers Act Rule 206(4)-2 or for settlement services in respect of the assets or documents of title or certificates evidencing title relating thereto. Client agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible for the actions or omissions of the custodian and Adviser shall have no liability to Client or any other party for any loss or other harm to any Assets due to the actions, omissions or insolvency of the custodian. Client further agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible or liable to Client or any other party for the actions or omissions of any person to whom Client grants any power of attorney or any other power or authorization with respect to the Assets, including, without limitation, the authority or ability to view account records, statements or transactions, and the authority or ability to access or conduct transactions. Adviser shall have no liability or responsibility to Client for any charges by the custodian.

Adviser shall charge Client a fixed fee as further described in Exhibit A (the "Advisory Fee"). The Advisory Fee is due and payable on receipt of the Invoice and Advisor reserves the right to charge 1% interest per month for outstanding unpaid balances over thirty (30) days from the date of billing. Once our Services have been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Client represents, warrants and agrees as follows:

(a) Client has all requisite power and authority to execute this Agreement, and Client represents, warrants and agrees that there are no encumbrances on the Assets. Client agrees to immediately notify Adviser, in writing, in the event that either of these representations should change.

(b) Client agrees to provide Adviser with information and/or documentation requested by Adviser in furtherance of this Agreement as pertains to Client's objectives, needs and goals, and to keep Adviser informed of any changes regarding the same. Client acknowledges and agrees that Adviser cannot adequately perform its services hereunder unless Client diligently performs its responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, or Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

(c) Client acknowledges that Adviser does not guarantee the future performance of the Assets, the success of any investment recommendations or strategy that Adviser may take or recommend for the Assets, or the success of Adviser's recommendations. Client understands that investment recommendations for the Assets by Adviser are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable or avoid loss.

(d) Client authorizes Adviser to respond to inquiries from, and communicate and share information regarding Client and the Assets with, attorneys, accountants, broker-dealers, other advisers, and other service providers or agents of such persons, Adviser or Client to the extent deemed by Adviser to be necessary or appropriate in connection with Adviser's services under this Agreement to the fullest extent permitted by law.

(e) Client acknowledges receipt of Adviser's Privacy Notice. Client acknowledges and agrees that Adviser may disclose nonpublic personal information of Client to Adviser's accountants attorneys, and other service providers as otherwise permitted by law; provided that Adviser (1) takes steps to ensure that the service providers abide by the confidentiality provisions of this Agreement and (2) remains responsible for any breaches of the confidentiality provisions by the service providers.

(f) The representations, warranties and agreements made in this Section will be deemed continuing and if at any time any of the representations, warranties or agreements become untrue, inaccurate or misleading, Client will promptly notify Adviser in writing.

(g) Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. Client shall provide Adviser with a list of the names, and titles of authorized persons with the skill, knowledge and experience to oversee Adviser's servicers under this Agreement (the *"Representatives"*). Adviser shall be permitted to rely upon instructions from a Representative with respect to disposition of the Assets, unless and until such reliance is revoked by Client in writing to Adviser. The current Representatives are attached as Exhibit B, if applicable. Any such revocation shall be effective only upon receipt of such written revocation by Adviser. Adviser shall not be responsible for any claims or damages resulting from or arising out of such reliance or from any change in the status of the relationship between the Client and a Representative.

(h) Client acknowledges receipt of Adviser's Part 2 of Form ADV at the same time as or before entering in to this Agreement, a copy of which is attached hereto and incorporated herein.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client. We will not audit, review, or examine the Information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Representatives. Accordingly, false representations could cause material errors to go undetected. The work performed by Adviser shall not include an audit or review of the records or the expression of an opinion on financial data.

The term of this Agreement shall commence as of the signing of this Agreement (the "Effective Date"), and shall continue until terminated in accordance with the terms herein. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Termination of this Agreement will not affect: (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay Advisory Fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the Assets.

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Adviser without the consent of the other party, in the form required under applicable law, except that no consent shall be required regarding Adviser's assignment of this Agreement, in whole or in part, to any of its affiliates to the fullest extent permitted under the Advisers Act. Client acknowledges and agrees that transactions involving Adviser that do not result in a change of actual control of Adviser shall not be considered an assignment hereunder.

Adviser and its officers, employees, affiliates and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for Assets. Client acknowledges and agrees that Adviser shall be free to render investment advice to others and that Adviser does not make its investment adviser services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, any investment which Adviser or its officers, employees, affiliates or agents may purchase or sell for their own accounts or for the account of any other client.

In the event of any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree that they shall first attempt in good faith to resolve the matter in dispute through discussion and negotiation for a period of thirty (30) days after written notification of the controversy, dispute or claim hereunder is provided to either party. If no successful resolution of the controversy, dispute or claim has been mutually agreed upon by the parties at the completion of this period, then the parties agree that, to the extent allowed by law, the controversy, dispute or claim shall be settled by arbitration administered by the American Arbitration Association (*"AAA"*) under its Commercial Arbitration Rules. In the case of an AAA arbitration or other action hearing location or venue for said arbitration or other action shall be the State of Indiana. Each party will bear its own costs, including attorneys fees, in the arbitration and will split equally the cost of the arbitrators. The arbitration shall thereafter be conducted by arbitrator(s) chose pursuant to the rules of AAA. This binding arbitration clause shall not constitute a waiver or limitation of Client's rights under the Advisers Act.

Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Notwithstanding the foregoing provisions in this Section, Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisory Fees, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection. This Section shall survive the termination of this Agreement.

The parties hereto agree that any information pertaining to the business of the other party including the terms of this Agreement (the "Confidential Information") shall be kept confidential and shall not be voluntarily disclosed to any other person, except: (i) if such information is already publicly available; (ii) as may be required solely for the purpose of carrying out a party's duties and responsibilities under this Agreement; (iii) as required by order or demand of a court or other governmental or regulatory body or as otherwise required by law; (iv) as may be required to be disclosed by Adviser to attorneys, accountants, broker-dealers, investment advisers, the custodian and other service providers to the extent necessary or appropriate in furtherance of Adviser's services under this Agreement as determined by Adviser and to the extent permitted by law; or (v) with the prior written consent of the other party. This Section shall survive the termination of this Agreement.
Each party agrees that any use of disclosure of Confidential Information, shall comply with all privacy and security requirements of the federal Gramm-Leach-Bliley Act and other applicable federal, state, and local privacy laws, regulations and ordinances.

If either party becomes aware of any actual or suspected or unauthorized access to Confidential Information and/or nonpublic personal information (an "Incident"), that party will take appropriate actions to contain and mitigate the Incident, including notification to the other party as soon as possible of the Incident (subject to any delay requested by an appropriate law enforcement agency), to enable to the other party to expeditiously implement its response program. Upon request of a party, the other party will cooperate with it to investigate the nature and scope of any Incident and to take appropriate actions to mitigate, remediate and otherwise respond to the Incident or associated risks.

To the extent not inconsistent with applicable law, this Agreement shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Indiana. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Agreement is held under applicable law to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements of the parties with respect to the subject matter of this Agreement. No amendment of this Agreement shall be valid unless the terms and conditions of such amendment are in writing and signed by both parties.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by electronic or facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another, and signatures on an electronic or facsimile copy hereof shall be deemed authorized original signatures.

If the foregoing accurately represents the basis upon which we may provide services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and Hamilton East Public Library.

Very truly yours,

Baker Tilly Investment Services, a division of
Baker Tilly Wealth Management, LLC

By: ______________________
Jeffrey A. Messer

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Hamilton East Public Library

Date: 8/9/2023

By: ______________________

Name: Edra Waterman

Title: Library Director/Chief Executive Officer

EXHIBIT A

Investment Advisory Services

Scope of Services
Adviser will provide the following cash advisory services for the Client's operating funds (the "Assets") as requested by the Client.

1. Analyze the current marketplace to assist in determining the most appropriate time frames for investing the Assets, taking into consideration liquidity requirements and the type of investment, interest rates and economic conditions at the time.
2. Suggest suitable investments for consideration by the Client. The suggested investments will be evaluated for safety, risk factors and adherence to Client's investment policy and Indiana public funds code.
3. Competitively bid investments, evaluate the bids received, summarize the bid results for the Client, and assist with the settlement of the securities.

Advisory Fee

The term "Advisory Fee" or "Fee" as used in this Agreement shall be the sum total compensation paid by Client to Adviser for services rendered. The Fee shall consist of an annual fee of 12 basis points of the cost basis balance of the Assets in the portfolio. The fee shall be billed in 4 installments corresponding with the end of each quarter during the year. The fee will be prorated for the date of the actual commencement of investment advisory services as well as in the case of a termination occurring intra-quarter. No fees will be charged on the basis of capital gains upon or capital appreciation of Assets in the portfolio.

EXHIBIT B

Authorized Representatives of Client

In accordance with paragraph (g) on page two (2) of the Agreement, Client provides Adviser with the following list of names of individuals to serve as Client's "Representatives" as that term is defined in the Agreement. Client further acknowledges that it is required to notify Adviser in writing if it desires to revoke the authority of any of the Representatives listed below and that it also must notify Adviser in writing if it desires to authorize additional Representatives.

Edra Waterman Name	Library Director/Chief Executive Officer Title
Laura Gropp Name	Chief Financial Officer Title