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| December 18, 2023 | **Anjali** **C** **Das**312.821.6164 (direct)Anjali.Das@wilsonelser.com |

***VIA EMAIL***

**Privileged and Confidential/Attorney-Client Communication**

Gregg Morelock, City Attorney

City of Greenfield

10 South State Street

Greenfield, IN 46140

Gmorelock@greenfieldin.org

|  |  |
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| Re: | Potential Data Security Incident  |

Dear Mr. Morelock:

Thank you for selecting Wilson Elser to represent the City of Greenfield (“City”) in connection with the potential data privacy and cybersecurity incident (“Security Incident”). Our firm’s policy at the outset of an engagement with new clients is to outline not only the nature of the engagement, but also the basis on which the firm will provide and bill for legal services.

1. Nature of Engagement. As we discussed, the firm’s client will be the City. The firm will observe and follow the Rules of Professional Conduct with respect to the client-lawyer relationship and operate in the best interests of the City. The scope of our engagement will include advice to and representation of City regarding the Security Incident in anticipation of litigation. In this capacity, we will assist the City in gaining a better understanding of the situation. We will also assist the City in investigating the situation and endeavoring to determine what occurred and how it happened. In addition, we will evaluate reports and notices, advise and assist the City with compliance with applicable laws, including any data security incident notification obligations, and advise and assist in mitigating any further damages, if required. We will represent the City in any regulatory investigations and/or any negotiation of fines/penalties. Once the initial work is completed, if so requested in writing by the City, we will provide further recommendations for the consideration by the City.

2. Fees. For this work, our hourly rates are $350 for Partners; $350 for Of Counsel; $255-295 for Associates; $200 for Law Clerks and $150 per hour for Paralegals. Our billing rates are subject to adjustment from time to time, usually in January of each year.

3. Costs. In addition to our fees, our bills will include allocable charges for prudent and reasonable costs and charges incurred in performing our services, such as printing and reproduction services, mail, messenger an delivery services that may be necessary for speed and reliability, travel (including reasonable and prudent mileage, parking, air or rail fare, lodgings (noting specifically that first-class air, luxury hotel accommodations, high-end rental cars, and lavish meals are not considered prudent and reasonable), meals, taxi or rental car), telephone, court costs and filing fees and other litigation support services, such as document scanning, coding and printing]. We will secure the City’s and its insurer’s authorization before selecting and retaining the services of a third-party, including forensics, expert witnesses and crisis communications. Unless other arrangements are made, certain expenses (such as forensics, expert witness’ fees and crisis communication charges) will be billed directly to the City and will not be marked up or subject to any additional fees from our Firm. Our Firm shall not be liable for any such third party or vendor charges.

4. Billing Arrangements. We render on-account bills monthly.  Our statements generally will be prepared and mailed to the City during the month following the month in which services are rendered. The bills will also contemporaneously be submitted to the Insurer for approval and payment once the City’s insurance policy deductible has been met for this incident. In the event the City’s insurance carrier determines that a portion of our fees are not covered by insurance, the City will be responsible for payment of our fees, and notified immediately for approval prior to any further work being performed. Services not covered by the insurance carrier will require prior approval from the City before services begin and are billed.  The firm expects that its Client will pay statements within 30 days.  We reserve the right to defer providing services or to discontinue our representation if billed amounts are not paid when due.

5. Client Documents. We will maintain any necessary documents (including any electronic copies) relating to this matter in our Client files. We will provide the City with copies of documents as soon as reasonably practicable. At the conclusion of the matter (or earlier, if appropriate), it is the City’s obligation to advise us as to which, if any, of the documents in our files the City desires us to make available to it. These documents will be delivered to the City within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our record retention program.

6. Affiliate Waiver. For all matters which you may, from time to time, request our assistance, Wilson Elser’s client will be the City and not any parent, subsidiaries or affiliates of the City. This letter confirms that the City acknowledges and agrees that it is a separate entity from its parent, subsidiaries and affiliates for conflicts of interest purposes and that our representation of the City does not give the City to an attorney-client relationship for conflicts of interest purposes with any parent, subsidiary or affiliates of the City. The City further acknowledges that Wilson Elser may have in the past represented, currently represent, or in the future represent, other clients whose interests are adverse to the parent, subsidiaries or affiliates of the City and that such representations by Wilson Elser will not give the City to a conflict of interest with the City. The City also agrees that during the course of Wilson Elser’s representation of the City, the City will not provide to Wilson Elser any confidential information regarding its parent, subsidiaries or affiliates.

7. Termination of Representation. The City has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the City 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 City through the date of termination.

If the City consents and agrees to be represented by Wilson Elser regarding the Security Incident in accordance with the above terms and conditions, please sign the enclosed copy of this letter in the space provided below and return it to me. Should you have any questions, please call me.

We appreciate the chance to be of service and look forward to working with you.

Very truly yours,

**WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP**

****

Anjali C. Das

ACCEPTED AND AGREED to by:

City of Greenfield

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

Date:

**INSURER AND INSURED COMMON INTEREST AND JOINT DEFENSE AGREEMENT**

CFC Underwriting (“CFC”) and City of Greenfield (“City”) (collectively, the “Parties”) agree as follows:

CFC issued Insurance Policy to the City (the “Policy”).

The City provided notice to CFC of a certain incident under the Policy (the “Reported Incident”). This Agreement is not intended to alter or amend the terms of the Policy or the Parties’ respective rights thereunder.

CFC and the City agree that they have a common interest in the investigation and defense of the Reported Incident.

 The City may share information with CFC regarding the Reported Incident on a confidential basis (the “Protected Information”), and wishes to cooperate in common joint defense efforts, without waiving any applicable privileges or protections.

The Protected Information may include, but is not limited to, oral and written communications between the Parties (and their counsel or other authorized agents), status reports prepared by counsel, disclosure of documents, factual and legal analyses, summaries, memorandum, opinions, legal strategies, interview reports, reports of experts, consultants, or investigators, and meetings with witnesses, consulting experts, or litigation support services providers in any way involving the Reported Incident.

The Parties recognize that the Protected Information should be kept confidential and, therefore, wish to ensure that the Protected Information remains confidential; that the sharing of such Protected Information is limited and only to the extent necessary; and does not effect a waiver of any applicable privilege or immunity.

The Parties expressly acknowledge that the sharing and exchange of Protected Information is not intended to effect a waiver of the attorney-client privilege, attorney work product doctrine, or any other applicable privilege, immunity, or confidentiality protection that may apply.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 2023

City of Greenfield

Name:

Title:

CFC Underwriting Ltd.

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Name:

Title: