

## LEGAL SERVICES AGREEMENT

This agreement (“Agreement”) for professional services is entered into by and between the City of Lawrence, Indiana (the “City”) with its office at 9001 E. 59<sup>th</sup> Street, Indianapolis, Indiana 46216 and Taft Stettinius & Hollister LLP (“Contractor”).

### 1.0 SERVICES

Contractor shall provide services to the City as outlined in Attachment A to this Agreement, Scope of Services.

### 2.0 TERM

The term of this Agreement shall begin January 1, 2025 and terminate on December 31, 2025, unless terminated earlier in accordance with this Agreement. A renewal or extension shall be only by written instrument signed by both the City and Contractor and attached hereto as an amendment. All other terms and conditions shall remain the same as set forth herein.

### 3.0 COMPENSATION

- (a) The cost to the City for Contractor services under this Agreement shall not exceed FORTY-TWO THOUSAND DOLLARS (\$42,000.00). Contractor shall submit detailed invoices on a monthly basis with the appropriate documentation to validate expenses associated with any authorized reimbursements. Fees and rates for any services provided under this Agreement and any authorized reimbursable expenses shall be those set forth in Attachment B to this Agreement, Fees, Reimbursable Expenses and Billing Guidelines.
- (b) Contractor shall, as a condition precedent to this Agreement, provide an IRS Form W-9 to the City. Compensation will be directed to the entity and address indicated on the IRS Form W-9.
- (c) The City has the right to retain final payments if professional services were not rendered in accordance with this Agreement. The final invoice shall be delivered to the City no later than 45 days after termination of this Agreement. Contractor shall obtain and maintain proper permits and licenses to complete services.

### 4.0 INDEPENDENT CONTRACTOR

The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. Contractor is solely responsible for all taxes, and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the City in any way except as otherwise provided in this Agreement.

### 5.0 FINANCIAL REPORTING

Contractor shall be responsible for all financial record keeping and reporting as well as for any state, federal or local income tax reporting and payment, and any other tax-related

reporting and payment, pertaining to any and all income earned during the term of this Agreement.

**6.0 INSURANCE**

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect the City from claims that may arise out of or result from Contractor’s operations under this Agreement, whether such operations be by Contractor or its subcontractors or by anyone directly or indirectly employed by any of them or by anyone directly for whose acts any of them may be liable:

Type of Insurance	Minimum Required Coverage
Worker’s Compensation  Employer’s Liability	Statutory (as defined by the Indiana Worker’s Compensation Statute) \$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability (including Contractual)	\$1,000,000 per Occurrence / \$2,000,000 in the aggregate (includes Property Damage/ Bodily Injury, Products – Completed Operations, Personal & Advertising Injury)
Automobile Liability (including owned & non-owned)	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 per Claim/Aggregate
Excess/Umbrella over General Liability, Employers Liability, Auto Liability	\$1,000,000
Cyber Insurance including Privacy Notification and Response Expenses	\$1,000,000 for general service providers; or \$5,000,000 for service providers that are considered technology vendors and/or Business Associates
Institution as Additional Insured	Contractor will add the City, its officers, agents and employees, as an additional insured under the commercial general and automobile liability policies.

**7.0 INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless the City , its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any negligent or wrongful act or omission or breach of any provision

of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all cost and other expenses arising therefrom or incurred in connection therewith and shall be limited to the amount of any insurance coverage required herein. The City shall not provide such indemnification to Contractor, provided however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City.

**8.0 NOTICE**

Any notice or other correspondence required to be sent under this Agreement shall be sent to:

<b>CONTRACTOR:</b> Donnie Morgan Taft Stettinius & Hollister One Indiana Square Indianapolis, IN 46204	<b>THE CITY:</b> The City of Lawrence ATTN: Corporation Counsel 9001 E. 59 <sup>th</sup> Street Indianapolis, IN 46216
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**9.0 CONFLICT OF INTEREST**

Contractor shall notify the Corporation Counsel, on behalf of the City, in writing prior to engaging in a contract with any entity whose budget is subject to the review of the Lawrence City Council. Except as provided below, (a) Contractor is prohibited from representing a client that is adverse to the City in any litigation matter in any court, or from representing a client before any entity of the City of Lawrence, without the express consent of the Corporation Counsel; and (b) if seeking the Corporation Counsel's consent for such a representation, Contractor shall provide to the Corporation Counsel a written request for waiver of conflict of interest, along with a specific description of the proposed representation and the conflict issues it raises. Waiver must be requested for each specific representation to which this paragraph applies; blanket waivers will not be sought or granted. The parties hereby acknowledge that the Corporation Counsel, on behalf of the City, reserves the right on a case-by-case basis to consent or withhold consent to a representation that poses a conflict.

**Exception:** Parties agree that Contractor may (without further notice to the Corporation Counsel) represent any other present or future client in any matter that is not substantially related to Contractor's work for the City, even if such client's interests are directly adverse to the City's interests, provided, however, that Contractor shall not represent a party in litigation against the City without specific consent. For example, and without

limiting the generality of the foregoing, in the future, Contractor may be asked to represent investment banking firms or other financial institutions, real estate development companies or other businesses in matters adverse to the City, including representations in connection with municipal finance transactions, matters relating to seeking economic development incentives, zoning, land use and other administrative proceedings and property tax appeals.

#### **10.0 MODIFICATIONS**

Any modification or revisions to this Agreement shall not be effective nor enforceable against the other party unless such modification or revision is in writing and signed by both the Mayor of the City and Contractor. In the event the services performed by Contractor are not acceptable to the City, Contractor shall honor the requests of the City to make changes to the services at no additional charge, so long as the scope of the services does not change.

#### **11.0 NONDISCRIMINATION**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement.

#### **12.0 FORCE MAJEURE**

Neither party will be liable for failure or delay in performing its obligations under this Agreement if such failure or delay results from any act of God, act of war, civil unrest, labor strike, riot, fire, flood, earthquake, epidemic, act of governmental authorities, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence) ("Force Majeure"). If, due to Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such party will give notice and complete details of such Force Majeure in writing to the other party within a reasonable time after occurrence of such Force Majeure. The contractual obligations of the party giving such notice will be suspended (a) while such party is unable to perform, but for no longer period and (b) only to the extent such party is unable to perform due to the reported Force Majeure. Furthermore, such party will endeavor to remove or overcome such inability to perform with all reasonable dispatch.

#### **13.0 TERMINATION FOR CAUSE OR CONVENIENCE**

(a) Termination for Cause.

If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or it refuses to perform disputed work or services as directed

pending resolution of such dispute or otherwise violates or fails to perform any term covenant, or provision of this Agreement, the City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing provide that Contractor shall be given (1) not less than ten (10) calendar days' written notice of the City's intent to termination and (2) an opportunity for consultation with the City prior to termination. If the City terminates for cause, Contractor's compensation shall be subject to adjustment, which may include an adjustment to the extent of any additional costs incurred or reasonably foresee by the City to be incurred by reason of Contractor's default. In determining the amount of final payment to made to Contractor upon such termination, if any, no amount shall be allowed for anticipated profit on unperformed services or other work.

(b) Termination for Convenience

- (i) This Agreement may be terminated in whole or in part in writing by the City for the City's convenience provided that Contractor is given (1) not less than ten (10) calendar days' written notice of the City's intent to terminate; and (2) an opportunity for consultation with the City prior to termination. If the City terminates for the City's convenience, Contractor shall be compensated for services performed and expenses reasonably incurred up to the date of receipt of notice of termination.
- (ii) Upon receipt of notice of termination for cause or the City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise; (2) deliver or otherwise make available to the City all documents and information, or materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process; (3) promptly deliver to the City, upon the City's request, a closing report containing a brief description of any outstanding legal issues or matters pending at the time of termination, including any upcoming litigation deadlines.

(c) If, after termination for cause it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of the City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 13.0(b)(i).

(d) Termination by Contractor

Contractor may terminate this Agreement, for any reason, upon thirty (30) days written notice to the City, unless Contractor's obligations under the Rules of Professional Conduct require termination on a shorter notice period. If Contractor terminates this Agreement, Contractor shall be entitled to compensation for services performed and expenses reasonable incurred up to the date Contractor sends notice of termination.

#### **14.0 TERMINATION FOR FAILURE OF FUNDING**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any times insufficient or not forthcoming

through failure for any entity to appropriate funds or otherwise, the City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instant this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received.

**15.0 APPLICABLE LAWS; FORUM**

(a) Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964, and if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and Contractor to determine whether the provisions of this Agreement required formal modification.

(b) This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable ordinances of the City. Suit, if any, shall be brought in the State of Indiana, County of Marion.

**16.0 DISPUTES**

Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and the City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all nondisputed work without delay, any additional costs incurred by the City or Contractor as a result of such failure to proceed shall be borne by the Contractor, and Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.

**17.0 ASSIGNMENT**

The City and Contractor each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

**18.0 COMPLIANCE WITH E-VERIFY PROGRAM**

As required by IC §22-5-1.7, by signing this Agreement, Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that Contractor shall enroll in and verify the work eligibility status of its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Contractor shall not knowingly employ or contract with an

unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

**19.0 SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in force and effect.

**20.0 QUALIFICATIONS AND LICENSURE**

Contractor represents that the person or persons who will work under this Agreement possesses the training, skills, and experience necessary to provide the services described in Exhibit A, Scope of Services. Contractor shall ensure that all personnel (hereinafter “Contractor’s Personnel”) who are performing services under this Agreement maintain current, valid, and unrestricted licenses to practice law in Indiana.

Contractor shall notify the Corporation Counsel, in writing and within twenty-four (24) hours after Contractor becomes aware of (a) any information indicating that any of Contractor’s Personnel do not meet any qualifications set forth above (b) any claim, lawsuit or administrative proceedings initiated against any of Contractor’s Personnel by a professional agency, court, or state licensing or regulatory body; (c) if there is a change in Contractor’s or Contractor’s Personnel professional liability insurance coverage; (d) any other matter that would impair Contractor’s ability to perform this Agreement or Contractor’s Personnel’s ability to practice law or otherwise provide the services specified in this Agreement; or (e) any other information concerning Contractor or Contractor’s Personnel working on the services outlined in this Agreement that reasonably could impair Contractor’s reputation or result in liability to the City.

**21.0 MINORITY, WOMEN, DISABLED OR VETERAN-OWNED BUSINESS PARTICIPATION**

The City seeks to utilize minority-owned business enterprises, women-owned business enterprises, disabled-owned business enterprises, and veteran-owned business enterprises for public works projects, as well as procurement of goods and services. The City encourages its contractors to utilize minority, women, disabled or veteran-owned business enterprises as subcontractors in the performance of services under this Agreement, and to voluntarily report to the City the use of and dollar amount paid to these subcontractors.

**22.0 ELECTRONIC SIGNATURES**

The City and Contractor agree to signature both in counterparts and by email.

IN WITNESS THERETO, the parties have executed this Agreement.

**CONTRACTOR**



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Donald Morgan, Senior Counsel  
Printed Name and Title

DATE: 2/12/2025

**THE CITY OF LAWRENCE, INDIANA**

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Deborah Whitfield  
Mayor

DATE: \_\_\_\_\_



## ATTACHMENT A: SCOPE OF SERVICES

The City retains Contractor to perform legal services relating to general municipal law, constitutional law, public records and open-door law, public finance, and employment law.

ATTACHMENT B: FEES, REIMBURSABLE EXPENSES AND BILLING GUIDELINES

Contractor has agreed to provide legal services and invoice the City, subject to the billing guidelines, which are set forth below, as follows:

**FEES AND REIMBURSABLE EXPENSES**

A. HOURLY RATES

ATTORNEY(S)	Hourly Rate
Donald Morgan	\$610
Reid Dickerson	\$465
PARALEGAL(S)	

Contractor may use other Contractor attorneys to work on City matters under this Agreement so long as those attorneys’ rates are no more than the highest rate listed above.

Contractor’s monthly invoice to the City shall contain an itemized list of services performed, naming the individuals performing the services and describing the services with reasonable specificity. Notwithstanding the above, Contractor’s total compensation under this Agreement shall not exceed the Budget, meaning that Contractor shall cease work upon reaching the Budget, and shall not be entitled to payment beyond the Budget, unless this Agreement is amended to add additional funds.

B. REIMBURSABLE EXPENSES

All expenses, including those related to charges from third parties, should be invoiced as outlined in Section 3 of this Agreement. The City will reimburse for actually incurred, reasonable, out-of-pocket expenses with no mark-up. Expenses must be itemized and should provide sufficient detail so that there is no question as to the nature of the expense or the reason for it. Such expenses may not be in part or whole related to overhead, which should be part of the hourly fees Contractor charges. Any reimbursable expense that exceeds Two Hundred and Fifty Dollars (\$250) must be approved, in writing, and in advance by the City’s Corporation Counsel.

Travel within Marion County and/or within sixty (60) miles of Contractor’s office location(s) will not be reimbursed. If travel beyond the limitation noted above is needed, the details of such travel shall be approved, in writing, and in advance by the City’s Corporation Counsel.

**BILLING GUIDELINES**

1. Time entry increments: Time entry should be submitted in 1/10<sup>th</sup> (.10 increments)

2. No block billing/Detailed Description: Block billing is combining multiple distinct activities in one description of services and not designating the amount of time devoted to each activity. The City may reject invoices that include block billing descriptions, in whole or in part, for lack of clarity regarding the hours billed. Each line should include a detailed and accurate description sufficiently clear to understand the individual activity performed. Descriptions such as “Meeting with Jane Doe” are not sufficient.
3. Matter-specific invoices: A single invoice shall be submitted for each matter. If this Agreement provides for multiple matters, the Contractor shall ensure that each matter is grouped and distinct within the one invoice.
4. Hourly Rates: The hourly rates provided in this Exhibit B may only be changed through a mutually agreed upon, written amendment, signed by the Contractor and the City.
5. Timekeeper Staffing Requirements: The City has the following expectations for Contractor when staffing its matters and may reduce charges on current or past invoices where the staffing efforts do not meet these expectations:
  - a. Staff matters in a cost-effective manner given the nature of the matter and using appropriate internal and external resources, for example using associates when appropriate and paralegals when a task does not require a law degree.
  - b. The City has engaged Contractor based upon its experience; The City will not pay for the start-up cost of educating a new team member.
  - c. Whenever possible and practical, staff the City matters with diverse attorneys.
  - d. Monitor and maintain the efficiency and quality of the work product provided.
  - e. Coordinate with the City to maximize the City’s internal expertise and resources for appropriate allocation of work.
6. The City expects that your overhead expenses are included in Contractor’s hourly rates and will not pay for activities that are administrative or clerical in nature. The City will also not pay for fees that constitute training or that are duplicative in nature. While the following list is not exhaustive, The City may reduce or reject invoices if one or more of the following activities are included:
  - a. Non-legal work
  - b. Docketing and/or calendaring
  - c. File creation, including conflict review and data entry into your case management system.
  - d. File maintenance, including copying, updating files, etc.
  - e. Time for photocopying and/or faxing or for receiving, reviewing or distributing mail.
  - f. Invoice preparation or inquiries.
  - g. Unnecessary or excessive internal meetings/conferences, internal phone calls and internal communications.
  - h. Unnecessary or excessive attendance of Contractor timekeepers at meetings, conferences, depositions, court appearances, trials, etc.
  - i. Duplicate activities or quality control work between timekeepers.
  - j. Training of summer associates or junior timekeepers.
  - k. Client development activities.