

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between Chuck Fewell, the Mayor of Greenfield, Indiana, for and on behalf of the City of Greenfield, Indiana, to be hereinafter known as “Contracting Agency” and BRAND & MORELOCK, Attorneys-at-Law, Greenfield, Indiana to be known hereinafter as “Contractor” is to hereby set our terms and conditions as follows:

ARTICLE ONE

That said Contracting Agency hereby employs said Contractor for the purposes and under the conditions designated and set forth herein, and said Contractor agrees to perform such work in a timely manner.

ARTICLE TWO

The Contractor will advise and consult with the Contracting Agency and perform services pertaining to the City of Greenfield, Indiana, including, but not limited to the following:

1. Contractor will be present 20 hours a week in a City provided office, at Contractor’s discretion, to provide legal services, pursuant to the job description attached hereto as Exhibit A and incorporated by reference herein.
2. Contractor, or his associate, will attend meetings as required as the City’s legal representation.
3. Contractor, or his associate, will be available additional hours to perform services contained herein as necessary, to be available for telephonic and in person consultations with City officers, department heads, and staff, as needed.
4. Contractor, or his associate, will return to City Hall beyond the normal 20 hours a week to perform any necessary services.
5. An associate of Contractor will perform said services when Contractor is absent for any reason, including, but not limited to, the allotted 20 days per year when Contractor may be exercising his authorized time off work.
6. The agreed upon compensation will also include all hours worked by Contractor’s clerical staff on behalf of the City.

7. Contractor, or his associate, will only be required to attend Park Board meetings if asked by the Contracting Agency to attend in order to provide information as City Attorney.

8. Contractor, or his associate, will be in charge of all City litigation with the provision that there may be occasions when it is necessary for the City to seek outside counsel and should such an event occur, Contractor shall serve as liaison between outside counsel and the Contracting Agency as deemed necessary.

ARTICLE THREE

Contracting Agency agrees to provide Contractor, or Contractor's associates, the following items to be utilized to fulfill Contractor's duty as set forth above and herein: an office, a desk, chair, filing cabinets, computer, monitor, printer, phone and office supplies.

ARTICLE FOUR

It is understood that Contractor, or his associate, will be the person in charge of all work outlined in Article Two, herein, for the Contractor, or his associate, and that he or his associate will personally attend the meetings and conferences set forth above.

ARTICLE FIVE

That for the accomplishment of the work set forth above, except for any such work associated with litigation and/or the issuance of bonds, bond anticipation notes or other forms of indebtedness, the Contractor shall be paid the sum of \$108,000.00 annually divided into 12 equal installments and paid pursuant to the City's normal claim process, which compensation shall remain unchanged from January 1, 2023 through December 31, 2023. For any services rendered in connection with litigation, the Contractor or his associate shall be compensated in the amount of \$225.00 per hour to be paid upon receipt of a monthly statement and approval of said claim by the Common Council of the Contracting Agency, and to be paid no later than the 20th day of the month in which said claim is approved. For all services related to the issuance of bonds, bond anticipation notes or other forms of indebtedness, the Contractor or his associate shall be paid a sum equal to 1% of the bond principal amount not to exceed \$117,000.00, which fee shall be paid no later than December 31, 2023 and receipt of an invoice from Contractor.

ARTICLE SIX

As required by IC 5-22-16.5-13, the Contractor hereby certifies that the Contractor is not engaged in investment activities in Iran.

ARTICLE SEVEN

The Contractor hereby certifies that the Contractor has complied with the requirements of IC 22-5-1.7-3 regarding the E-Verify program, as shown by the attached affidavit.

ARTICLE EIGHT

This agreement may be terminated with thirty (30) days advance written notice by one party to the other with or without cause or upon discontinuation of the services of Chuck Fewell as Mayor of Greenfield, Indiana.


ARTICLE NINE

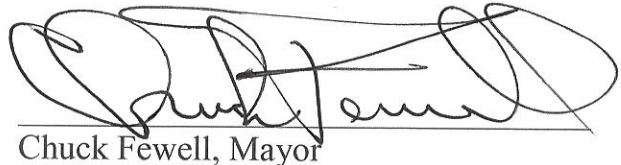
The Contracting Agency and Contractor agree that Contractor will not represent any elected official, appointed official, board member or employee of the Contracting Agency in any personal legal matter.

In accordance with the terms so set forth, we do hereby set our hands and seal this 7 day of JANUARY, 2023.

BRAND & MORELOCK

CITY OF GREENFIELD, INDIANA


Gregg H. Morelock, Owner


Chuck Fewell, Mayor

Attest:

Lori Elmore, Clerk-Treasurer