

## **LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the Town Council of the Town of McCordsville, 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 on matters pertaining to the governing of the Town of McCordsville, Indiana in the following scope:

1. The Contractor will be reasonably available to consult over the telephone or by mail or in person when requested by the Contracting Agency;
2. The Contractor or his associate will meet with the Town Council of the Town of McCordsville, Indiana at their monthly meeting and at such other times as may be deemed reasonably necessary by both parties;
3. The Contractor or his associate will make visits and arrange for conferences or meetings which are essential to the governing of the Town of McCordsville, Indiana as requested by the Town Council of the Town of McCordsville, Indiana;
4. The Contractor or his associate will represent the Contracting Agency in any legal matters in which such representation is requested by the Town Council of the Town of McCordsville, Indiana.

### **ARTICLE THREE**

It is understood that the period covered by the work outlined in Article Two, herein, will be accomplished during the calendar year of 2023.

### **ARTICLE FOUR**

It is understood that Gregg H. Morelock 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 or his associate shall be paid the amount of \$5,100.00 per month, due and payable by the 15<sup>th</sup> day of each month. 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 Town Council of the Contracting Agency, and to be paid no later than the 20<sup>th</sup> 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 principal balance of said indebtedness, which fee shall be paid within 30 days after closing of said indebtedness and receipt of an invoice from Contractor.

#### **ARTICLE SIX**

It is understood and agreed that the Contractor or his associate shall commence work promptly upon execution of this Agreement.

#### **ARTICLE SEVEN**

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 EIGHT**

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.

In accordance with the terms so set forth, we do hereby set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BRAND & MORELOCK

TOWN COUNCIL OF THE TOWN OF  
McCORDSVILLE, INDIANA

\_\_\_\_\_  
Gregg H. Morelock

\_\_\_\_\_  
Thomas R. Strayer

\_\_\_\_\_  
Larry J. Longman

\_\_\_\_\_  
Gregory J. Brewer

\_\_\_\_\_  
Chad D. Gooding

\_\_\_\_\_  
Branden D. Williams

Attest:

\_\_\_\_\_  
Clerk-Treasurer