

## Legal Services Contract

An Agreement by and between the Town of Thorntown (Town) and Whitsitt & Nooning, PC (Attorney) for the rendering of legal services during the calendar year of 2023.

For and in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Attorney shall perform the following legal services on behalf of the Town:
  - a. Manage the legal affairs of the Town of Thorntown;
  - b. Give legal advice to the officers, departments, boards, commissions, and other agencies of the Town, except for the entities listed in paragraph 5 below which shall be billed at a separate hourly rate;
  - c. Review draft ordinances or other legal papers for the Town and its departments;
  - d. Maintain custody of legal records of her office and turn them over to her successor in office;
  - e. Report, in writing, to the Town executive all matters that she considers important; and
  - f. Report, in writing, to the Town fiscal officer all judgments for which the Town is liable.
2. The Town shall pay the Attorney the sum of Eighteen Thousand Dollars (\$18,000.00).
3. The fee shall be paid in quarterly payments of Four Thousand Five Hundred Dollars (\$4,500.00) due in March, June, September and December.
4. In addition to the foregoing legal services, the Attorney shall attend the Town Council meetings in order to afford legal counsel and legal guidance on the first and third Mondays of even-numbered months and the third Monday of odd-numbered months. Should Attorney be requested to attend other Town Council meetings than those listed herein, she shall charge for her time at such meetings at the rate of Three Hundred Dollars (\$300.00) per hour.
5. The Attorney shall provide legal guidance to the Thorntown Advisory Plan Commission, Thorntown Stormwater Board, Thorntown Advisory Board of Zoning Appeals and Thorntown Park Board from time to time, as requested to do so, at a rate of Three Hundred Dollars (\$300.00) per hour. The Attorney shall, when necessary, attend meetings of these Boards and Commissions and shall charge for her time at such meetings at the rate of Three Hundred Dollars (\$300.00) per hour. These fees shall be billed to the Town on a monthly basis.
6. Any other services to be performed on behalf of the Town by the Attorney shall be done pursuant to separate agreements and at an hourly rate of Three Hundred Dollars (\$300.00) per hour. Said additional fees shall be paid for any litigation and/or extraordinary or special proceedings not

otherwise contemplated by the terms of this Contract and said services shall be paid upon the Town's receipt of periodic statements.

7. Any collection work for the Town of Thorntown shall be done at an hourly rate of Three Hundred Dollars (\$300.00) per hour and billed on a monthly basis.

All of which is AGREED this \_\_\_\_\_ day of December, 2022.

**TOWN**

TOWN OF THORNTOWN, INDIANA

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Clerk/Treasurer

**ATTORNEY**

WHITSITT & NOONING, PC

By: \_\_\_\_\_

Amy E. Noonig