

CONTRACT

THIS AGREEMENT, made and entered into by and between THE BOARD OF COMMISSIONERS OF THE COUNTY OF TIPPECANOE, hereinafter sometimes referred to as "COMMISSIONERS", and the firm of HOFFMAN, LUHMAN & MASSON, PC., a law firm located in the City of Lafayette, Tippecanoe County, Indiana, hereinafter sometimes referred to as "ATTORNEY", this 3rd day of January, 2022.

WITNESSETH

The COMMISSIONERS appointed and employed ATTORNEY as attorney for the County of Tippecanoe, Indiana, for the period from January 1, 2021, to December 31, 2021, and have reappointed and employed ATTORNEY to serve as attorney for the County of Tippecanoe, Indiana for the period January 1, 2022, to December 31, 2022, to render such legal services as may be required of the attorney representing the County of Tippecanoe, Indiana and as hereinafter set forth:

ATTORNEY shall represent and advise the COMMISSIONERS and, as requested by COMMISSIONERS, provide legal services in and out of court for Tippecanoe County, including but not limited to representing the Tippecanoe County Council (when and as requested by said Council), all elected and appointed county officials, their respective staff and/or personnel, and commissions as established by the Board of Commissioners or County Council, excepting the Tippecanoe County Area Plan Commission, Tippecanoe County Board of Zoning Appeals, Tippecanoe County Park and Recreation Board, Tippecanoe County Health Board, Tippecanoe County Prosecuting Attorney and Tippecanoe County Judges, unless specifically requested by the Board of Commissioners to represent such departments.

In providing such legal services, where the interests of the County are concerned and where so directed by said COMMISSIONERS, ATTORNEY shall render advice to the officers of the County, for the benefit only of the County, upon strictly legal matters pertaining to the operation of

county offices, when requested by duly elected county officers or their lawful successors not having by law separate legal representatives; but, such advice shall be given from the standpoint of ATTORNEY representing the County of Tippecanoe, Indiana, and not as attorney for such officials, and only in cases where the County interests as determined by the COMMISSIONERS are concerned, for the reason that official and non-official actions of public officers of the County may be, and sometimes are, adverse to the County interests both in law and in fact.

In cases where elected County officers, or their lawful successors, are sued in their official capacities, ATTORNEY as attorney representing the County of Tippecanoe, Indiana, shall, as such attorney, represent them only upon the order of the COMMISSIONERS in instances where the County interests as determined by the COMMISSIONERS are in all things in common with the interest in such lawsuit of such defendant official, and in no instance where the interests of the County and of such defendant officer are, or might be, in any way adverse.

ATTORNEY shall also represent Tippecanoe County for all bond issues or other county indebtedness by or in the name of the County as well as all Economic Development Commission bonds, Redevelopment Commission bonds, and bonds issued by the Tippecanoe County Governmental Building Commission.

COMMISSIONERS agree to pay ATTORNEY the sum of \$210.00 per hour for all services rendered pursuant to this contract by Douglas J. Masson, and Matthew A. Salsbery, or other principals of the firm as well as by David W. Luhman, of counsel with the firm, \$145.00 per hour for services rendered by associates of the firm and \$75.00 per hour for paralegals; provided however, that in respect to ATTORNEY's representation of County in respect to any bonds issued on behalf of third parties which do not constitute indebtedness of the County, with respect to which County is not obligated to levy any taxes or appropriate any funds, or with respect to which a third party is

required to reimburse County for any attorney fees incurred, ATTORNEY shall be paid at such rate as may be agreed upon between ATTORNEY and such third party.

In addition to compensation for services upon proper claim and allowance, and upon appropriation by the Tippecanoe County Council, ATTORNEY shall be reimbursed for all fair and reasonable necessary traveling and other incidental expenses, paid out and expended by ATTORNEY, in the pursuit of the legal business on behalf of Tippecanoe County, and shall be provided one reserved parking space in the Tippecanoe County Parking Garage.

ATTORNEY shall also represent the County with respect to the collection of such accounts receivable (Accounts) due Tippecanoe County offices, agencies, programs and departments as the County and COMMISSIONERS may mutually agree during the course of this agreement on a contingent fee basis, in lieu of an hourly rate. Attorney shall be paid a contingent fee of twenty-five percent (25%) of net sums collected after assignment of the Account to Attorney (or such other rate as the parties may from time to time agree in writing). In the event suit is filed with respect to any such Account, any requisite court costs fees will be advanced by the County and recovered out of first monies collected.

COMMISSIONERS may terminate this contract at any time. ATTORNEY may also terminate this Agreement at any time for any reason consistent with the Rules of Professional Conduct. In the event this contract is terminated for any reason, COMMISSIONERS shall be responsible for all fees and other amounts incurred in connection with ATTORNEY's representation up to the date of termination, and for all fees and other amounts incurred to transfer the work to COMMISSIONER's new attorney.

All legal services pursuant to this contract shall be rendered by Douglas J. Masson, Matthew A. Salsbery or other principals, David W. Luhman, as of counsel, members or associates of

HOFFMAN, LUHMAN & MASSON, PC. However, in the event that none of the principals, members or associates of the firm of HOFFMAN, LUHMAN & MASSON, PC. are available because of illness, absence from the county, or work on conflicting legal matters, ATTORNEY shall assist COMMISSIONERS in procuring the professional legal services of another experienced attorney practicing law in Tippecanoe County, Indiana, who is acceptable to the COMMISSIONERS to render such services in its place and stead during such absence.

When it is legally and practically possible for Tippecanoe County to be reimbursed for ATTORNEY's services by a third party, ATTORNEY hereby agrees to assist Tippecanoe County in applying for such reimbursement.

E-Verify Employment Eligibility Verification - In accordance with IC 22-5-1.7, if ATTORNEY has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, ATTORNEY shall enroll in and verify the work eligibility status for all of ATTORNEY's newly hired employees through the E-Verify program. ATTORNEY shall not knowingly employ or contract with an unauthorized alien, nor shall ATTORNEY retain an employee or contract with a person that ATTORNEY subsequently learns is an unauthorized alien.

ATTORNEY shall:

1. Sign and deliver to COMMISSIONERS a sworn affidavit that affirms that the ATTORNEY has enrolled and is participating in the E-Verify program;
2. Provide documentation to COMMISSIONERS substantiating that ATTORNEY has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to COMMISSIONERS an affidavit affirming that ATTORNEY does not knowingly employ an unauthorized alien.

ATTORNEY shall require all subcontractors, who perform work under this contract, to certify to

ATTORNEY in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. ATTORNEY agrees to maintain this certification throughout the duration of the term of each subcontract.

COMMISSIONERS may terminate the contract immediately if ATTORNEY fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by the COMMISSIONERS or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by ATTORNEY to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after ATTORNEY receives notice of such termination.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

David S. Byers

Tracy A. Brown

Thomas P. Murtaugh

ATTEST:

Robert Plantenga, Auditor of
Tippecanoe County

HOFFMAN, LUHMAN & MASSON, PC.

By: _____
Douglas J. Masson