

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is being entered on the ____ day of _____, 2023 by and between the Franklin Economic Development Corporation, (the “EDC”), and Ellen Fredbeck Ramirez (Counsel), an attorney practicing law in Johnson County, Indiana (the EDC and Counsel are sometimes collectively referred to herein as the Parties, and individually as a Party).

WHEREIN the parties do hereby agree as follows:

1. Ellen Fredbeck Ramirez shall act as attorney for the EDC in matters related to normal and ordinary duties of the EDC under the following terms:

- (a) For attendance at all required hearings, meetings and special meetings, attorney shall be compensated at the rate of One Hundred and Sixty Dollars (\$160.00) per hour.
- (b) For research, litigation and work done on behalf of the EDC compensation shall be paid at the rate of One Hundred and Sixty Dollars (\$160.00) per hour.
- (c) The attorney will tender to the EDC for such services an itemized bill either on the first (1st) or fifteenth (15th) of each month.

2. **Payment of Compensation by EDC to Counsel.** All payments made by the EDC shall be in accordance with the standard purchase order pay system of the City of Franklin, which occurs twice a month. The EDC shall pay Counsel only for services supported by invoices and documentation. Payment shall be due following receipt of services in accordance with Ind. Code § 5-11-10-1.6, and no payment shall be made in advance of receipt of services. Payment due dates and late charges shall be determined in accordance with, and be subject to, the Indiana Prompt Payment Statute found at Ind. Code § 5-17-5-1-1 et seq. The EDC shall give Counsel written notice within fourteen (14) days of receipt if the invoice or documentation is not acceptable.

3. **Insurance.**

A. Professional liability coverage shall be in effect from the effective date of this Agreement and shall remain in effect continuously until the applicable statute of limitations has run in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) ("**Coverage Period**"). Professional Liability Insurance shall be available for inspection by the EDC prior to the effective date of this Agreement. Such policies and certificates shall not be cancelled or not renewed

until at least thirty (30) days after written notice has been given to the EDC.

B. Nothing in the above provisions shall operate or be construed as limiting the amount of liability of Counsel to the enumerated amounts.

C. Regardless of the nature of the policy or whether the deductible is per claim or per occurrence, all deductibles shall be the responsibility of Counsel.

4. Because of the ethical requirements imposed upon attorneys practicing law in the State of Indiana, Ellen Fredbeck Ramirez has determined there are no conflicts of interest with her representing the EDC in the matters identified above.

5. Termination may be effected by the EDC upon thirty (30) days written notice and by the attorney upon thirty (30) days written notice. The EDC reserves the right to employ additional attorneys at any time.

6. The EDC shall assist in providing information to attorney when requested and shall be responsible for communicating with the attorney in a timely fashion in order that the attorney remains fully informed.

7. The EDC and Counsel each accept a copy of this Contract of Employment and acknowledge that it is understood that this is the agreement between the EDC and attorney for representation purposes unless additional terms are indicated in a formal manner.

8. **Confidentiality.**

A. Counsel understands that the information provided to her or obtained from the EDC during the performance of her Services is confidential and may not, without prior written consent of the EDC, be disclosed to a person not in the EDC's employ except to employees or agents of Counsel who have a need to know in order to provide the services. Further, Counsel's work product generated during the performance of this Agreement is confidential to the EDC. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Counsel at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Counsel; (c) is made known to Counsel by a third person who does not impose any obligation of confidence on Counsel with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Counsel shall provide notice to the EDC prior to such disclosure; or (e) information that is independently developed by Counsel without references to the confidential information.

9. Counsel shall not, under any circumstances, release information

provided to herby, or on behalf of, the EDC that is required to be kept confidential by the EDC pursuant to Indian law except as contemplated by Section 4(A)(d).

10. **Non-Discrimination.** Counsel shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement and this Addendum, with respect to her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of the Agreement and this Addendum.

11. **Applicable Law; Forum.** The Agreement and this Addendum shall be construed and interpreted in accordance with the laws of the State of Indiana. The Parties agree that any action related to this Agreement shall be brought in a forum appropriate for Johnson County, Indiana, and neither Party shall remove it.

12. **Taxpayer Identification Number.** Counsel shall provide the EDC with a completed Form W-9 Request for Taxpayer Identification Number at the time of execution of this Addendum.

13. **E-Verify Program.** Counsel represents that she or her law firm is enrolled in the E-Verify Program (the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and that she verifies the work eligibility of her newly hired employees through the E-Verify Program. Counsel understands that she will not be required to verify the work status of newly hired employees through the E-Verify Program if such program ceases to exist. Counsel does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. § 1324a(h)(3). Counsel will complete and return the EDC's E-Verify Affidavit contemporaneously with the execution of this Agreement.

14. **Iran Investment Activities.** Counsel represents that she is not engaged in investment activities in Iran. Pursuant to Ind. Code § 5-22-16.5-8, Counsel is considered to be engaging in investment activities with Iran if: 1) she have provided good or services of Twenty Million Dollars (\$20,000,000.00) or more in value in the energy sector of Iran, including oil or liquefied natural gas tankers or produces used to construct or maintain pipelines used to transport oil or liquefied natural gas; or 2) has extended Twenty Million Dollars (\$20,000,000.00) or more in credit to another party, for forty-five (45) days or more, if that other party will use the credit to provide goods or services in the energy sector in Iran and is, at the time credit is extended, identified on the list developed by the State of Indiana of parties it has determined to be engaged in investment activities in Iran. Counsel is not listed on the list published and/or endorsed

by the State of Indiana pursuant to Ind. Code § 5-22-16.5-9 as a company engaged in investment activities with Iran.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be made and entered into effective as of the date above written.

PASSED AND APPROVED by the Board of the Economic Development Corporation of the City of Franklin, Johnson County, Indiana the _____ day of _____, 20____.

EDC of Franklin Economic Development Corporation By its Authorized Representative:

Dana Monson

Counsel:

Ellen Fredbeck Ramirez