

**CONTRACT FOR EMPLOYMENT OF ATTORNEY**

THIS AGREEMENT made and entered into this \_\_\_\_ day of December 2025, between the TOWN OF ST. PAUL, INDIANA, by and through its duly authorized and elected Town Council, (hereinafter designated "Town") and ALEX R. WHITTED, doing business as Whitted Law LLC (hereinafter designated "Town Attorney").

WITNESSETH:

Town retains and employs Town Attorney as its attorney to represent it, counsel it, and provide all legal services and other duties as may arise for a period of one (1) year starting January 1, 2026, through December 31, 2026, unless earlier terminated at the discretion of the Town Attorney.

Compensation to the Town Attorney shall be provided as follows:

The Town Attorney and legal assistant(s) who participate in providing representation pursuant to this Contract will record their time spent on our behalf. Town Attorney and legal assistant(s) time will be recorded at the standard hourly rate charged at the time services are rendered. The rates charged for services rendered by the Town Attorney and legal assistant(s) may be increased at the beginning of any calendar year as a result of general rate increases determined by the Town Attorney. However, prior to such an increase being effectuated, you will receive a thirty (30) day notice of the increase. The present rates to be charged in this matter by the individuals on your behalf are as follows:

Alex R. Whitted	\$150.00/hour
Legal Assistant(s)	\$85.00/hour

The Town Attorney, pursuant to the aforementioned contract, shall be reimbursed for any and all reasonable office expenditures, including but not limited to, postage, copying, long distance telephone charges, filing fees, deposition costs, expenses of litigation, legal texts and any and all other costs which can be documented and are incidental to the provision of legal services under this contract as approved by the Town Attorney.

All such payments for legal services rendered will be made to the Town Attorney. Said Town Attorney shall be responsible for payment of all federal income taxes, social security taxes and state income taxes.

The Town Attorney agree to waive any and all employment benefits such as insurance and pension plan payments. Said Town Attorney is in no way to be considered a employees of the Town nor shall the aforementioned compensation be considered as salary to said Town Attorney, but shall be considered an independent contractor, contracting with said Town.

Disqualification of Contracts Dealing with the Government of Iran: Town Attorney does hereby certify that he has never and currently does not contract with the government of Iran for such

business and services as defined in Ind. Code § 5-22-16.5-1 et. seq. Furthermore, Town Attorney will take the necessary steps to maintain compliance with this statutory provision throughout the term of this Agreement. Failure to comply with this statutory section may result in termination of this Agreement.

Employment Eligibility Verification Pursuant to Ind. Code 22-5-1.7 *et seq.*: The Town Attorney hereby affirms under penalties of perjury that they do not knowingly employ or contract with an unauthorized alien.

Furthermore, Town Attorney shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 225-1.7-3. Town Attorney is not required to participate should the E-Verify program cease to exist. Additionally, Town Attorney is not required to participate if Town Attorney is self-employed and does not employ any employees.

Town Attorney shall not knowingly employ or contract with an unauthorized alien. Town Attorney shall not retain an employee or contract with a person that Town Attorney subsequently learns is an unauthorized alien.

Town Attorney shall require any subcontractors, who perform work under this contract, to certify to Town Attorney that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Town Attorney agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

Town Attorney represents that he and his subcontractors shall not discriminate against any individual contracted in the performance of such contract with respect to his or her race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, age, or status as a veteran. Breach of this covenant shall be considered a material breach of the contract.

This Contract for Professional Attorney Services may be terminated by either party by giving thirty (30) days' notice.

Entered into this \_\_\_\_ day of December, 2025.

\_\_\_\_\_  
Alex R. Whitted

**The foregoing is agreed to by:**

By: \_\_\_\_\_  
Joshua Sangl, St. Paul Town Council President