

AGREEMENT FOR LEGAL SERVICES – LITIGATION

This Agreement, effective as of the 9th day of December, 2010, by and between the City of Evansville, Room 302, Civic Center Complex, 1 N.W. Martin Luther King, Jr. Blvd., Evansville, Indiana 47708 (the "City"), and Jones Wallace, LLC, 420 Main Street, Suite 1600, P.O. Box 1065, Evansville, Indiana 47706 (hereinafter "Contractor").

WHEREAS, the City desires to employ and retain Contractor to perform extraordinary legal services for the City in connection with the representation of the City in liability and Worker's Compensation cases.

WHEREAS, Contractor desires to perform legal services as needed for the City.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged of each of the parties, the parties agree as follows:

1. Term. The City does hereby employ and retain Contractor as its attorneys to provide litigation services for the City during a term commencing on the 1st day of January, 2011 and continuing until terminated by written notice of either party.
2. Attorney's Fees. The legal services to be performed pursuant to this Agreement will be performed at the rate of One Hundred Fifty Dollars (\$150.00) per hour for litigation brought against the City, including, but not limited to, liability and Worker's Compensation claims. The attorney's fees include a multitude of expenses of the firm, including support staff, salaries, benefits, work processing, computer equipment, law books, periodicals, research, Continuing Legal Education, any

necessary travel, telephone calls, conferences, court appearance, drafting, and preparing of briefs, pleadings, and other documents, as well as compensation for the attorneys performing the services.

3. Expenses. In addition to the attorney's fees referred to above, the City shall reimburse Contractor for necessary expenses incurred in connection with the litigation, including, but not limited to, depositions, witness fees and mileage for witnesses, expert witness fees, and other direct litigation expenses.

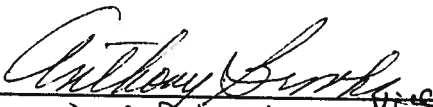
4. Related Expenses. In certain cases, it is understood and agreed that the City's Corporation Counsel may retain other counsel to represent the City or to employ co-counsel as necessary upon the same terms and conditions as set forth in this Agreement.

5. Contractor will submit itemized billings per case on a monthly basis to the City's third-party administrator.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first written.

AGREED AND ACCEPTED:


CITY OF EVANSVILLE,
Acting by and Through its
BOARD OF PUBLIC WORKS

By: 
Board of Public Works, President

JONES · WALLACE, LLC

By: 
David L. Jones, Managing Partner

ATTEST:


Board of Public Works, Secretary