

RESOLUTION NO. 5, 2025

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, AUTHORIZING THE ENGAGEMENT OF A CITY COUNCIL ATTORNEY AND OTHER MATTERS

Whereas, on April 22, 2024, the Common Council of the City of Valparaiso, Indiana, Porter County, (the "Council") passed Resolution No. 10, 2024, authorizing the engagement of a City Council Attorney and outlining the process required to initiate the services of said Council attorney; and

Whereas, the Council has sought to secure the services of an alternative attorney to provide independent legal representation on an as needed basis;

Whereas, the City Council has identified an attorney to fill that role;

Whereas, in the interest of efficiency and continued access to legal counsel, the Council wishes to repeal and replace Resolution No. 10, 2024 in its entirety.

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Valparaiso, Indiana, that

1. Resolution No. 10, 2024 is hereby repealed and replaced in its entirety.
2. Should Council, by a majority vote, approve the engagement of a Council attorney, the Council President shall be authorized to sign the *Contract for Legal Services* presented to the Council.
3. Prior to engaging the Council attorney for a particular matter, the Council member wishing to initiate the engagement shall notify all Council members (via email to each Council member's city email account) of the intent to secure counsel and a brief description of the nature of the request.
4. When communicating with counsel, a minimum of two (2) Council members shall be present whenever possible, however, the Council recognizes there may be situations where this is impractical or impossible.
5. The Council attorney shall share any legal opinions and recommendations given to any Council member, verbally or otherwise, with all Council members via email to each Council member's city email account, in writing and within seven (7) days.
6. Nothing in this Resolution shall limited the ability of any City Council member to seek legal advice from the City Attorney. It is understood that communication between a City Council

member and the City Attorney is considered attorney-client communication and subject to all the protections afforded to such.

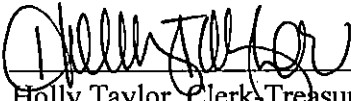
7. Prior to submitting an Invoice to the Board of Public Works & Safety for payment, a copy shall be shared by the Clerk-Treasurer with all City Council members. Absent objection by a Council member, the Council President is authorized to submit invoices for payment. If an objection is raised by a Council member, the Council President will work to resolve the matter. Should the objection not be resolved, the Council shall vote at their next regularly scheduled meeting to authorize or reject the invoice.
8. The Council recognizes the importance of the Indiana Open Door Law. The process outlined in this Resolution balances the requirements of the Open Door Law with the need of the Council to receive independent legal counsel. Nothing in this Resolution shall act to limit the protections afforded to the Council under the attorney-client privilege, attorney work product privilege, and all other protection.

PASSED AND ADOPTED by the Common Council of the City of Valparaiso, Porter County, Indiana, by a 7-0 vote, this 14th day of April, 2025.



Jon Costas, Mayor

ATTEST:



Holly Taylor, Clerk-Treasurer

CONTRACT FOR LEGAL SERVICES

This Agreement, made the 14th day April, 2025, between the Common Council of the City of Valparaiso, Indiana hereinafter called the "Council" and Adam J. Mindel and the Mindel & Mindel law firm, hereinafter called the "Council Attorney."

Whereas, I.C. 36-4-6-24 authorizes the Council to hire or contract with attorneys on terms that it considers appropriate; and

Whereas, this Agreement will go in to effect only after the Council has voted at a public meeting to hire Adam J. Mindel and the Mindel & Mindel law firm to perform 2025 legal services.

In consideration of the several provisions hereinafter contained, it is agreed between the parties as follows:

1. **DUTIES.** The Council hereby employees the Council Attorney to perform legal services on behalf of the Council, and further to make himself available at all reasonable times and places during his employment to advise the Council concerning all normal and routine issues brought before them which might have some legal impact on the Council, any department of the City of Valparaiso, or any issue affecting the City. Council Attorney further agrees to make himself available to attend regular and special meetings of the Council along with any Council Committee meetings or meetings with City Department Heads, Boards, or Agencies as directed to do so and in accordance with Resolution No. 05-2025 entitled "A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, AUTHORIZING THE ENGAGEMENT OF A CITY COUNCIL ATTORNEY AND OTHER MATTERS". Council Attorney specifically acknowledges that he will be bound by Resolution No. 05-2025 and any conflict or ambiguity will be resolved in favor of Resolution No. 05-2025. Council Attorney shall devote an appropriate and adequate amount of time to the performance of his duties to the Council. It is understood that Council Attorney is not expected to spend all of his available time in the service of the Council but rather is available to accept employment with third parties whose interests do not conflict with Council of the City of Valparaiso.

2. **COMPENSATION.** The Attorney shall be compensated at a rate of One Hundred Sixty Dollars (\$160.00) per hour for which he is engaged in the above described duties. Such fees shall be submitted by separate itemized invoices on a monthly basis. Billable hours shall be measured in tenths of an hour. Only time spent actually providing services to the Council will be compensated. The Attorney shall keep and maintain accurate time records showing the time expended in representing the Council under this Agreement. The Attorney will detail on its billing statements specific billing entries on a daily basis showing: the date; the task performed; and the time expended on the task. The minimum billing increment shall be one-tenth of an hour.

3. **TIME OF BILLING.** The Attorney shall submit billing statements for the Attorney's fees, costs, and expenses on a monthly basis on the final day of each month. Each

statement of fees, costs, and expenses will represent an implied warranty that the statement sets forth only the actual time spent and only the actual costs and expenses incurred.

4. MISCELLANEOUS EXPENSES. The Council shall reimburse the Attorney's expenses incurred on behalf of the Council for overnight or courier delivery, for court reporters' fees, transcripts, court filing fees, and process service charges, all without mark-up or multiplier. Attorney will not bill for office expenses, such as library materials, general office supplies, office space, copying or postage and other overhead.

5. INDEPENDENT CONTRACTOR. Council Attorney shall at all times be deemed an Independent Contractor. The cost of Council Attorney's secretarial assistance, paralegals, computers and all other overhead (other than out-of-pocket expenses advanced by Council Attorney on behalf of the Council) generally associated with the practice of law, shall be the sole responsibility of Council Attorney. Further, Council Attorney shall receive no employment benefits.

6. E-VERIFY. Pursuant to I.C. 22-5-1.7-11 Council Attorney is entering this public contract for services with the City of Valparaiso. Council Attorney is required to enroll in and verify the work eligibility status of all newly hired employees of the Council Attorney through the E-Verify program. The Council Attorney by signing this agreement is affirming that the Council Attorney does not knowingly employ an unauthorized alien and affirms that Council Attorney, as a business entity, has complied with the terms of the E-Verify program.

7. OUTSIDE COUNSEL. With the concurrence of the Council, in the event that a conflict of interest may arise which precludes the Council Attorney from representing the Council in a given matter; the engagement of outside counsel may need to be procured. Said engagement shall be made upon the recommendation of the Council Attorney, and approval of the Council. COUNCIL NOT LIABLE FOR ACTS OF ATTORNEY. The Council shall not be liable for the acts, omissions to act, or negligence of Attorney or the Attorney's agents, servants and employees.

8. ADVICE TO THE GENERAL PUBLIC ON CITY MATTERS. The Attorney shall refrain from responding to requests or comments from the general public unless otherwise directed by the Council.

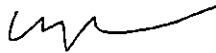
9. COMPLIANCE WITH APPLICABLE LAWS. ATTORNEY shall comply with all Federal, State and local laws and ordinances applicable to the work performed.

10. TERMINATION. This Agreement may be terminated by either party at any time. If the Attorney is discharged by the Council, or withdraws for any reason before conclusion of any projects or matters, the Attorney shall be entitled to reimbursement of all reimbursable costs advanced and all attorney fees incurred for work performed until such termination. Upon termination (regardless of who terminates), all finished or unfinished documents, correspondence, orders and other products prepared by the Attorney for the Council under this Agreement shall be delivered to and for the exclusive use of the Council.

ALL OF WHICH IS AGREED between the parties this 14th day of April, 2025.

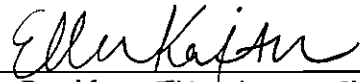
DATE: April 14th 2025

COUNCIL ATTORNEY:

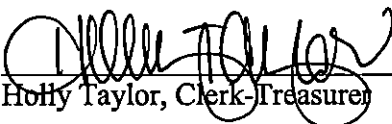
By: 
Adam J. Mindel
Mindel & Mindel
835 E. 3rd Street
Hobart, IN 46342

APPROVED:

DATE: APRIL 14th, 2025

By: 
President, ELLEN KAPTAN
Valparaiso Common Council

ATTEST:


Holly Taylor, Clerk-Treasurer