

Passed 8-0 (Flaherty absent)

**COMMON COUNCIL
OF THE CITY OF BLOOMINGTON, INDIANA**

**RESOLUTION 2026-14
APPROVING AMENDED LEGAL REPRESENTATION AGREEMENT FOR COMMON
COUNCIL**

Preamble

WHEREAS, the Common Council authorized the Hiring Committee to identify and contract with a temporary legal counsel to ensure uninterrupted function of the Council's office on March 25, 2026;

WHEREAS, on April 15, 2026, the Council entered into an Agreement for Legal Services ("Agreement") with Larry Allen to provide temporary, part-time legal counsel;

WHEREAS, Council is continuing to interview applicants to hire a full time Council Attorney/Administration and still requires legal services;

WHEREAS, Council still desires to have Allen serve as its temporary, part-time legal counsel and, upon Council hiring new counsel, have Allen assist the new Council Attorney/Administrator on an as-needed basis; and

WHEREAS, it is in the best interest of the parties to amend and extend the Agreement to give flexibility to Council and its future Council Attorney/Administrator to obtain legal services as needed.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

Section 1. Approval of Amended Agreement.

The Common Council hereby approves and ratifies the Amended Agreement for Legal Services, which is attached and incorporated into this Resolution as "Attachment A."

Section 2. Approval of Funding Maximum.

The Common Council approves funds for the legal services described herein in an amount which shall not exceed \$85,440.00, the budgeted salary for the Deputy Attorney/Deputy Administrator position.

Section 3. Severability.

If any section, sentence, or provision of this Ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date.

This Resolution shall be effective upon passage.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 05 day of August, 2026.

A handwritten signature in black ink, appearing to read 'Isak Asare', with a stylized flourish at the end.

Isak Asare, President
Bloomington Common Council



NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana,
upon this 13 day of August, 2026.



NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 14 day of Aug, 2026.



KERRY THOMSON, Mayor
City of Bloomington

Synopsis

Resolution 2026-14 approves the Amended Agreement for Legal Services to provide additional time for the Common Council to receive legal representation on an as-needed basis. This resolution also sets a maximum amount for the Agreement that is not to exceed the salary for the vacant Deputy Attorney/Deputy Administrator position.

Distributed to: Clerk, Council Attorney, Controller, Legal, and Mayor.

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

WHEREAS, the City of Bloomington Common Council ("Council") and Larry D. Allen, Attorney-at-Law ("Allen" or "I") (collectively the "Parties" or "We") entered into an Agreement for Legal Services on April 15, 2026 ("Agreement");

WHEREAS, the Council required the services of an attorney to serve as interim legal counsel; and

WHEREAS, the Parties anticipate the need for additional legal services, and believe it is in the best interest of the Council to execute this first amendment to the Agreement ("Amendment").

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. **Amendment to Section 1.** The last sentence of Section 1 is hereby amended to state the following:

We agree that I will work a guaranteed minimum of 15 hours per weeks at the rates detailed below, until such a time as Council hires a Council Attorney/Administrator ("Based Services"). Upon hiring of a Council Attorney/Administrator, I will work on an as-needed basis in coordination with the Council Attorney/Administrator and Council President with no minimum hour requirement.

2. **Amendment to Section 2.** Section 2 is hereby amended to adjust the total for services rendered in the second sentence as follows:

The total for services rendered under this agreement shall not exceed an amount approved by Council resolution.

3. All other terms and conditions of the original Agreement remain in full force and effect, except as expressly provided by this Amendment.
4. This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.
5. This Amendment is effective as of the date of the last signature affixed hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

**CITY OF BLOOMINGTON
COMMON COUNCIL**

LARRY D. ALLEN

Isak Asare, President

Larry D. Allen, Attorney-at-Law

Date

Date

Agreement for Legal Services

This Agreement for Legal Services contains the terms under which Larry D. Allen, Attorney-at-Law ("I" or "Allen") will provide legal services to City of Bloomington Common Council ("you").

1. Scope of Representation

You are retaining me to represent the City of Bloomington Common Council, to provide legal research and advice on non-litigation matters, and to assist as outside general counsel, on an as-needed basis and to extent no identified conflict exists for services requested. These services shall include, but not be limited to reviewing proposed legislation, drafting and assisting on the budget, and providing in-meeting legal advice. We agree that I will work a guaranteed minimum of 15 hours per week at the rates detailed below ("Base Services").

2. Fees

My hourly rate for the Base Services is \$250.00. If the work exceeds 20 hours for any week, the rate for those additional services in excess of 20 hours during that same week is \$350.00 per hour. The total for services rendered under this agreement shall be in an amount not to exceed \$50,000.00, except by mutual written agreement. I shall keep and record my time, and you will be billed at an hourly rate for the services.

3. Billing

3.1 I will issue detailed invoices monthly by email to you and the Bloomington Controller's Office, and payment in full of any balance is due within 45 days after each invoice is issued. Payments will first be applied to your oldest open invoices.

3.2 If any invoice is not timely paid, I will apply a finance charge of 1% per month to any outstanding balance and/or stop work on this matter.

3.3 We agree that I am waiving the collection of any advance deposit or retainer.

4. Identity of Client

My client in this representation is the City of Bloomington Common Council and not any individual official, officer, employee, or other affiliate. You agree that my representation of the Common Council will not give rise to any attorney-client relationship between me and any individual official, officer, employee, or other affiliate of the Common Council.

5. Attorney-Client Privilege

5.1 With few exceptions, our confidential communications are protected by attorney-client privilege. I will not share the substance of what we talk or write about to each other.

5.2 Except as required, you also will not share the substance of what we talk or write about to each other.

5.3 Communications between us only remain protected by this privilege only if they remain confidential. This means that

- You should not copy others on any written communications to us (including emails or text messages).

- You should not forward our communications to others.
- Others that are not part of the Common Council should not listen to our phone calls or participate in our meetings on confidential legal matters, except as required by law.

If you have questions about how to preserve this important privilege, you please ask me.

6. Termination of Relationship

6.1 Unless you subsequently retain me for additional services, our attorney-client relationship will end upon completion of services described in Section 1 of this document.

6.2 You may terminate our relationship at any time, for any reason. However, your decision to do so does not affect your obligation to pay for services already rendered.

6.3 I may also terminate our relationship at any time, for any reason, but only in a way consistent with my obligations under applicable rules of professional conduct for lawyers. Termination of our relationship does not affect your obligation to pay for services already rendered.

6.4 Any disputes that may arise between us will be litigated only in a court in Monroe County, Indiana, and Indiana law will apply regardless of any conflict of laws principles.

7. E-Verify

Larry Allen is a sole proprietor attorney-at-law. In the event that Allen hires any employees, the firm shall be enrolled in the E-Verify program and confirm all new hires employment eligibility through the E-Verify program, unless and until the E-Verify program no longer exists. This agreement confirms that Larry Allen is a sole proprietor and does not knowingly employ an unauthorized person. Upon request, I will provide a copy of an affidavit affirming all statements in this Section 7.

The terms in this document are understood and agreed:

LARRY D. ALLEN

By: 
 Larry Allen (Apr 15, 2026 08:29:10 EDT)
 Larry D. Allen, Attorney-at-Law

CITY OF BLOOMINGTON COMMON COUNCIL

By: 
 Isak Asare, Common Council President

Date: April 14, 2026

Client Mailing Address: 401 N Morton Street, Suite 110
 Bloomington, IN 47404