

ADDENDUM TO SERVICES CONTRACT

This addendum ("Addendum") relates to and is integrated and made a part of a certain Services Contract, dated 11/14/2026, by and between the Town of Whiteland, Johnson County Indiana, a Municipal corporation ("Client") and Local Government Services, LLC, an Indiana limited liability company ("LGS").

The Contract is based on a template used by LGS, typically, when contracting to provide services for its clients and includes general terms and conditions which describe the relationship of LGS and its clients and their respective rights and obligations. The Contract includes and makes reference to an addendum in which additional terms and conditions unique to each separate relationship and engagement for services between LGS and each client, are set forth. Accordingly, the Contract, to which this Addendum refers, is modified and supplemented by the following terms and provisions, and in the event of a conflict between the terms of the Contract and the terms of the Addendum, the terms of the Addendum shall control:

Contract Section 1.1 Services: LGS, upon the request of Client's Representative, will provide those services requested which may include, without limitation, the following:

Administrative training, consulting, and assistance with the performance of the duties of the Clerk Treasurer. Other Services as requested by the Client or Client's Representative.

Contract Section 1.2 Coordination of Work: Client hereby appoints and designates Jenny Roberts, Clerk Treasurer as the Client's Representative(s).

Contract Section 1.3 Responsibility for Loss or Damage: During the performance of the Scope of Services, LGS shall be responsible for any loss or damage caused by LGS to the materials or data supplied by or developed for the Client and used to develop or assist in the Scope of Services while the materials or data are in the possession of or under the control of LGS. Any loss or damage thereto caused by LGS shall be restored at LGS's expense. The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of the Contract.

Contract Section 3.1 Compensation: LGS' compensation will be based on the number of service hours worked by LGS personnel directly related to the Scope of Work, multiplied by their applicable hourly rate, as set forth herein. Service hours will be recorded and billed by LGS in increments of one tenth of an hour. As of the date of the Contract, the hourly rate charged by LGS service providers is:

\$180.00 *Not to exceed \$3600 a month as approved
1.13.26 Town Council. Jee*

The hourly rates as set forth above may be adjusted upon review and written agreement by LGS and Client.

Payment of an invoice shall not be due any earlier than 60 days after Client's receipt of the invoice from LGS. The Client shall pay LGS only for professional services supported by invoices and reasonable documentation of the services provided and the charges being invoiced. If the Client disputes an invoice either as to the amount or entitlement, the Client shall provide LGS with written notification of its reason for so withholding payment(s) and shall pay LGS the undisputed portion of the invoice. When the grounds or causes for such withholding are removed, payment shall be made for the amounts withheld. However, if Client fails to pay the full amount due LGS within 60 days of receipt of LGS's invoice, LGS may, after

giving seven days written notice to Client, suspend services under the Contract until Client has paid in full all amounts due for services, expenses, and other related charges.

Contract Section 4.2 Termination: Upon termination, payments due to LGS shall be subject to the terms of Article 3 of the Contract, as amended by this Addendum. Upon termination of the Contract, LGS shall promptly deliver to Client all work product prepared by LGS for Client, whether completed or in process. Upon receipt of a notice of termination from the Client, for default or for convenience, LGS shall promptly discontinue all services except those services mutually acceptable for winding down and termination of services, unless the termination notice directs otherwise.

Contract Section 5.11 Notices: Following are the names and addresses of the representatives of LGS and Client for purposes of Notice under and pursuant to Section 5.10 of the Contract.

LGS

C/ O Janet Alexander	Payment & Billing Address
700 Graham Street Franklin, Indiana 46131	C/O Suzy Bass 225 Travis Ln Mount Washington, KY 40047
localgovservices@gmail.com	localgovservices@gmail.com
1-317-619-6547	+1 502-314-8984

CLIENT:

Jenny Roberts
549 E. Main Street
Whiteland, Indiana 46184
jroberts@whiteland.in.gov
317-530-0204

With Copies to:

Carmen Young, Town Manager
549 E. Main Street
Whiteland, Indiana 46184
cyoung@whiteland.in.gov
317-530-0206

Stephen K. Watson, Town Attorney
600 N. Emerson Avenue
Greenwood, Indiana 46143
swatson@wbwlawyers.com
317-888-1121

Contract Section 5.12 Confidentiality: LGS understands that the information provided to it or obtained from the Client during the performance of its Scope of Services shall be considered confidential and may not, without prior written consent of the Client, be disclosed to a person not an employee or agent of the Client except to employees or agents of LGS who have a need to know in order to provide the Scope of Services. Further, LGS's work product generated during the performance of the Contract is confidential to the Client. The failure to comply in all material respects with this section shall be considered a material breach of the Contract. Confidential information shall not include information, that: (a) was known by LGS 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 LGS; (c) is made known to LGS by a third person who does not owe any obligation of confidence to the Client with respect to such information; (d) is required to be disclosed

pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon LGS shall provide notice to the Client prior to such disclosure; or (e) information that is independently developed by LGS without references to the confidential information. LGS shall not, under any circumstances, release information provided to it by, or on behalf of, the Client that is required to be kept confidential by Client pursuant to Indiana law except as otherwise contemplated by the terms of the Contract. The terms and obligations of this subsection shall survive the termination of the Contract.

Contract Section 5.13 Counterparts: The Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. For purposes of the Contract, signatures by facsimile (including e-mail with a .pdf copy of the executed instrument attached, and DocuSign or similar electronic signatures) shall be binding to the same extent as original signatures.

E-VERIFY AFFIDAVIT

The Undersigned, as an authorized agent of Local Government Services, LLC, an Indiana limited liability company, being duly sworn, affirms that Local Government Services, LLC has enrolled and is participating in the E-Verify program and does not knowingly employ an unauthorized alien.

LOCAL GOVERNMENT SERVICES, LLC

By: Janet Alexander

Janet Alexander / Suzy Bass

Passed by the Whiteland Town Council on this day 13th of January, ~~2025~~ ²⁰²⁶ *gla*

Aye



Richard Hill, President

Tim Brown, Vice President

Brad Goedeker

Debra Hendrickson

Joe Sayler

Nay

Richard Hill, President

Tim Brown, Vice President

Brad Goedeker

Debra Hendrickson

Joe Sayler

Attest:



Jennifer Roberts, Clerk Treasurer