





EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: 01-DGP-TP1		2. Date prepared: 11/12/2021	
3. CONTRACTS & LEASES			
<input checked="" type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____	
FISCAL INFORMATION			
4. Account Number: 10560		5. Account Name: Main Operating	
6. Total amount this action: \$100,000		7. New contract total: \$295,000	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year <u>2021</u> \$ <u>295,000</u>		Year _____ \$ _____	
Year _____ \$ _____		Year _____ \$ _____	
Year _____ \$ _____		Year _____ \$ _____	
Year _____ \$ _____		Year _____ \$ _____	
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 4/1/2021		12. To (month, day, year): 3/30/2021	
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (<i>specify</i>) _____		<input type="checkbox"/> Negotiated <input checked="" type="checkbox"/> Special Procurement	
AGENCY INFORMATION			
14. Name of agency: Governor Holcomb (Constitutional Officer)		15. Requisition Number:	
16. Address: Governor Eric Holcomb 200 W. Washington Street, Room 206 Indianapolis, Indiana 46204			
AGENCY CONTACT INFORMATION			
17. Name: Joseph R. Heerens		18. Telephone #: 317-232-4567	
19. E-mail address: jheerens@gov.in.gov			
COURIER INFORMATION			
20. Name: Joseph R. Heerens		21. Telephone #: 317-232-4567	
22. E-mail address: jheerens@gov.in.gov			
VENDOR INFORMATION			
23. Vendor ID Number: 14713		25. Telephone #: 317-237-0500	
24. Name: Lewis Wagner, LLP		26. Address: 1411 Roosevelt Avenue, Suite 102 Indianapolis, Indiana 46201	
27. E-mail address: jtrimble@lewiswagner.com			
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		30. Primary Vendor Percentages: 100 %	
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %	
33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): Governor's inherent authority/powers under Indiana Constitution; and Indiana Code 4-3-1-2			
37. Description of work and justification for spending money. (<i>Please give a brief description of the scope of work included in this agreement.</i>) This law firm shall represent Governor Holcomb in the prosecution of all aspects (including any appeals) of the lawsuit filed against the Legislative Council, the Indiana General Assembly, Rodric Bray (Senate President) and Todd Huston (House Speaker) in their official capacities, regarding HEA 1123 which was passed in the 2021 legislative session, in this important and serious constitutional dispute.			
38. Justification of vendor selection and determination of price reasonableness: This law firm has expertise in declaratory judgment actions, injunctions, and litigation; it has significant experience representing governmental entities in legal disputes, including the State of Indiana; its hourly fees are reasonable, with top partners at \$382.50, other partners at \$292.50, and associate attorneys at \$202.50; and it provided a 10% government discount off its normal hourly rates.			
39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)			
40. Agency fiscal officer or representative approval 		41. Date Approved 11/12/21	
44. Attorney General's Office approval		45. Date Approved	
42. Budget agency approval 		43. Date Approved 11/17/2021	
46. Agency representative receiving from AG		47. Date Approved	

AMENDMENT #1
EDS # 01-DGP-TP1

This is an amendment to the Agreement with Outside Counsel (the "Agreement") entered into by and between Governor Eric J. Holcomb, in his official capacity ("State") and Lewis Wagner, LLP ("Counsel"), approved by the last State signatory on July 28, 2021.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Agreement is hereby extended for an additional period of N/A .
2. The consideration during this extension period is N/A .
3. Total remuneration under the Agreement is being increased by \$100,000 and shall not exceed \$295,000.

All matters set forth in the original Agreement and not affected by this Amendment #1 shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is Counsel, or that the undersigned is the properly authorized representative, agent, member or officer of Counsel. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Counsel, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Amendment, Counsel attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, Counsel and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Lewis Wagner, LLP

By: 

A. Richard M. Blacklock, Partner
(Name and Title, Printed)

Date: 11-16-21

Governor Eric J. Holcomb

By:  (for)

JOSEPH HEERENS, GENERAL COUNSEL
(Name and Title, Printed)

Date: 11/12/21

Approved by:

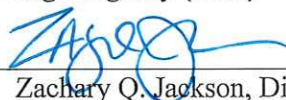
Indiana Department of Administration (IDOA)

By:  * (for)
Rebecca Horwerda, Commissioner

Date: 11/17/2021

Approved by:

State Budget Agency (SBA)

By:  (for)
Zachary Q. Jackson, Director

Date: 11/17/2021

Note: This contract has been signed consistent with the trial court's July 3, 2021 order, which is attached to the original Agreement and incorporated herein.

* This is based on the State's standard form contract amendment template, as found on IDOA's website.