

**PRIVILEGED AND CONFIDENTIAL**

January 1, 2025

**VIA EMAIL ONLY: [afinley@cityoflawrence.org](mailto:afinley@cityoflawrence.org)**

Amber Finley  
Corporation Counsel, Legal Department  
City of Lawrence, Indiana  
9001 E. 59<sup>th</sup> Street  
Lawrence, IN 46216

Re: Engagement Letter for Legal Services for City of Lawrence Utility Service Board

Dear Amber:

We are pleased that you have selected Bose McKinney & Evans LLP to perform legal services for the Utility Service Board of the City of Lawrence. This letter confirms the terms on which the firm has agreed to represent the Utility Service Board (hereinafter referred to as the "USB") on a monthly retainer of \$10,000.00 per month, effective January 1, 2025 ("Fixed Fee"). This agreement shall terminate on December 31, 2025.

The primary attorneys representing the USB will be Gregory F. Hahn, Esq. and Jacob T. Antrim, Esq., in connection with the regular, day-to-day operations of the USB, including providing general legal advice for the USB, the preparation of routine documents and letters arising out of the day-to-day operations of the USB, and attendance at USB meetings ("Fixed Fee Services"). The Fixed Fee Services shall not include other non-routine legal services, including but not limited to bonds, litigation, appellate, administrative hearings, public financing, audits, construction matters, ratemaking, labor issues, PFAS-related matters, and other special project specific legal services not typically handled by the local city attorney or requiring specialized expertise, as determined necessary by the USB on a per event and engagement basis.

Our invoices are issued monthly, and are payable within 30 days after the invoice date. Prompt payment is a condition of our continued representation. We reserve the right to charge interest at the rate of 1-1/2% per month (18% annual percentage rate) on any balance of an invoice not paid within 30 days of the invoice date. In the unlikely event USB fails to pay our invoices and we must take action to collect them, USB will be responsible for any costs we may incur, including attorneys' fees and costs. Obviously, we do not anticipate any problems in collection, and I hope that USB will contact me directly if USB has any questions or concerns about any invoice USB receives from us.

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USB has the right to terminate our representation at any time. We may also terminate our representation at any time for any reason consistent with the Rules of Professional Conduct, including but not limited to the non-payment of fees or expenses or other failure to comply with the terms of our engagement as described in this letter. In the event of termination of our representation for any reason, USB will be responsible for all fees and other amounts incurred in connection with our representation up to the date of termination, and for all fees and other amounts incurred to transfer the work to your new attorney.

After our engagement on this matter ends, we will maintain our file on this matter in accordance with our document retention policy. That policy provides for destruction of our file without further notice after a designated period, typically a period of ten (10) years. At USB's request during or subsequent to our engagement on this matter and prior to destruction of the file, we will provide copies of any documents from our file which USB has furnished us in connection with this matter.

This letter relates specifically to the terms of our engagement in connection with the matter described in the first paragraph of this letter. If USB wishes to retain us for other matters and we accept any such representation, we may require that a separate engagement letter be executed for any such other matter, which may contain terms different from those contained in this letter. If no additional such engagement letter is executed for a new matter, the terms of this letter shall apply to the new matter.

We acknowledge that this engagement constitutes a public contract for services subject to the terms and provisions of Indiana Code § 22-5-1.7-11. The Firm has enrolled in and does verify the work eligibility status of all of its newly hired employees through the E-Verify program (as defined in Indiana Code 22-5-1.7-3). We will continue to verify the work eligibility status of all of our newly hired employees through the E-Verify program until the earlier of (i) the conclusion of this engagement or (ii) the expiration of the E-Verify program. Attached hereto is an affidavit affirming that the Firm does not knowingly employ an unauthorized alien (as defined in Indiana Code 22-5-1.7-9).

Non-Discrimination & Employment of Unauthorized Aliens. The Firm agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement. As certified in the USB's 2024 engagement letter with the Firm, the Firm does not employ any unauthorized aliens (as defined in Indiana Code 22-5-1.7-9) to the best of Mr. Hahn's knowledge and belief.

Non-Appropriation. The Parties acknowledge that the USB is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this agreement, the USB's fiscal body should fail to appropriate sufficient funds

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to continue this agreement, it will become null and void. The USB shall not be obligated to perform unless and until sufficient funds are appropriated. The USB agrees to seek funding for the continuation of the agreement during each budget cycle during the initial term or subsequent term of this agreement. The USB agrees to inform the Firm in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

If USB has any questions or concerns about this letter, please call me so that we can discuss them. If USB agrees to the terms of our representation as stated in this letter, please sign a copy of this letter and return it to me. Again, thank you for selecting Bose McKinney & Evans LLP. We look forward to working with you.

Sincerely yours,



Gregory F. Hahn

**ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

**City of Lawrence Utility Service Board**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

GFH:jmm

cc: Jacob T. Antrim (*via email*)  
J. Christopher Janak (*via email*)

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