

January 1, 2025

**Amy M. Levander**  
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**Executive Director of Governmental Affairs**

Mayor Deborah Whitfield  
City of Lawrence, IN.  
9001 East 59th Street  
Lawrence, IN 46216

Dear Mayor Whitfield,

Thank you for the opportunity to represent the City of Lawrence (“Client”). The scope of our engagement will include governmental affairs services and outreach to the Indiana General Assembly and the Indiana state administration in regard to the goals of Client.

We are pleased to have this opportunity to represent the City of Lawrence. We are committed to providing you with excellent service and upholding the highest professional standards. As part of this engagement, Krieg DeVault will provide legislative lobbying services before the Indiana General Assembly, as well as representation before the executive branch of state government. Amy Levander will serve as your primary point of contact with our firm, however, the Client will have the continual availability of all of Krieg DeVault’s governmental affairs staff including Michael McDaniel, Mathew Norris, Randall Head, Gregory Ellis, Grant Achenbach, Amy Schwarz and David Corbitt.

In addition to describing the scope of our engagement, this letter and Schedule A hereto, which is incorporated herein by reference, confirm the terms and conditions under which our firm will undertake to represent the City of Lawrence.

The total amount of the contract will not exceed \$36,000 for a term of 12 months beginning January 1, 2025 and concluding on December 31, 2025. This contract will terminate on December 31, 2025.

Our fees for governmental affairs services will be billed on a monthly basis in the amount of \$3,000 per month.

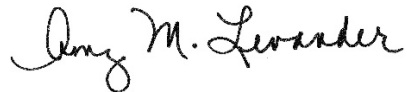
If the terms and conditions in this letter and Schedule A accurately summarize and confirm the understanding of our proposed relationship, please indicate your approval and acceptance by having this letter dated, signed and returned. Once again, we are pleased to have the opportunity to represent the City of Lawrence.

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Should you have any questions or concerns with regard to the matters discussed in this letter, please do not hesitate to contact me.

Sincerely,



Amy M. Levander

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Lawrence, IN.

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

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

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**Schedule A**  
**Krieg DeVault LLP Terms of Engagement**

For the services described above, the City of Lawrence will compensate Krieg DeVault in an amount not to exceed thirty – six thousand dollars (\$36,000). This amount will be paid effective January 1, 2025 through December 31, 2025, in monthly installments of three thousand dollars (\$3,000).

The Governmental Affairs Practice Group (the “GAPG”) within Krieg DeVault does not practice law and the advice given is not to be considered legal advice. Members of the Krieg DeVault GAPG, regardless of whether they are licensed attorneys, are required to comply with the Rules of Professional Conduct regarding conflicts. Should a conflict arise during the course of our representation of the City of Lawrence, it will be handled and resolved internally in compliance with those rules.

The services that we will provide include, at a minimum:

- Governmental Affairs Services;
- Provide weekly updates and bill tracking when the General Assembly is in session;
- Attend all committee meetings of interest to the City of Lawrence;
- Facilitate meetings with key legislators in both political parties;
- Develop and implement legislative strategy;
- Monitor and identify legislation and/or interim study committee topics that may impact the City of Lawrence;
- Aid in drafting legislation and/or amendments to legislation as necessary;
- Maintain a presence for the City of Lawrence with key legislators when the General Assembly is not in session;
- Identify and analyze regulatory proposals impacting the City of Lawrence;
- Facilitate meetings with key members of the executive branch of state government;
- Assist with all filings to be in compliance with Indiana lobby registration laws;
- Organize fundraisers for the legislative caucuses and statewide offices for the benefit of Krieg DeVault’s governmental affairs clients;
- Perform any other lawful activity in the capacity as legislative consultant to promote the interests of the City of Lawrence, as requested by the Client and mutually agreed to by both parties.

As governmental affairs services are performed, we will provide you with invoices on a monthly basis. The invoices will describe our services and itemize our expenses in accordance

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with our standard firm policies. A schedule of our standard charges for these expenses is enclosed for your reference. Any expenses, including, but not limited to those on Schedule A, shall be presented to the City for its review and approval in advance of a request for payment. These expenses include such items as photocopying, long-distance telephone charges, facsimile charges, travel and entertainment expenses, computerized legal research, postage and delivery or courier services. If major expenses are to be incurred we may request that you pay these expenses directly at the time they are incurred. All payments on our invoices are to be made payable to "Krieg DeVault LLP."

Subject to any limitations imposed by the Rules of Professional Conduct (the "Rules"), our Firm will be entitled to cease work on any aspect of this representation if any invoices are not paid within thirty (30) days after the invoice is mailed. The failure of the Firm to cease work at any given time does not result in a waiver of the right to do so in the future. If we are required to resort to collection proceedings to recover any amounts from you, we will also be entitled to recover all costs incurred concerning such collection proceedings including reasonable attorneys' fees incurred either by us or separate counsel. By signing and returning the additional copy of this engagement letter, you agree that in any such collection proceedings or dispute regarding this relationship, venue shall be in any federal or state court located in Marion County, Indiana ;you consent to the jurisdiction and venue of any such court, and you agree that this agreement shall be governed by the State of Indiana, without regard to the conflict of law provisions thereof.

You shall have the right at any time to terminate our services and representation upon thirty (30) days written notice to the Firm. Such termination shall not, however, relieve you of the obligation to pay a pro rata payment for any and all other services rendered and costs or expenses incurred on your behalf prior to the date of such termination. As permitted by law, we reserve the right to retain your files until all invoices have been paid in full. The Client shall have the right to immediately terminate the Firm's representation of the Client if, among other things: (a) the Firm fails to honor the terms of this Agreement, (b) the Client makes a good faith determination that the Firm is unable to comply with the terms of this Agreement, or (c) any fact or circumstance would, in the Client's view, render the Firm's continuing representation of the Client unlawful or unethical.

We reserve the right to withdraw from your representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation unlawful or unethical, or if we, in good faith, determine that you are unable to comply with the terms of this engagement. In the event of termination for any of the reasons previously stated, the Firm shall provide written notice detailing the specific issues which led to the termination. The Client shall then have a reasonable cure period to address and remedy the identified issues before termination becomes effective. If we elect to withdraw from your representation, both parties agree to take all steps necessary to free the other party of any obligation to perform further, including the execution of any documents reasonably necessary to complete termination of the agreement, and the Firm will be entitled to be paid for all services rendered and costs and expenses incurred on Client's behalf through the date of withdrawal.

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Upon completion of the Matter and payment in full of all amounts due to the Firm, and at the request of the Client, the Firm will return (1) any original physical documents or tangible items which the Client provided to the Firm and which have not already been returned to the Client, and (2) the Firm's file for the Client's Matter (consisting solely of documents - either paper or electronic - representing the end product of the Firm's services). In the event that the Client's original physical documents and items and the Firm's file for the Client's Matter are provided to the Client, the Firm will have no continuing obligation to keep a copy of anything provided to the Client. In all other cases, the Firm will maintain the records related to the Matter in compliance with the Firm's document retention policy, which policy may apply retention periods that are shorter or longer than those applied in any document retention policies of the Client. At the expiration of the Firm's retention period as set forth in the Firm's document retention policy, the Firm will destroy the physical Client files and all records related to this Matter pursuant to the Firm's document retention policy. The Firm may charge for file storage and retrieval costs.

The Firm also uses various third-party service providers for managing its information databases, including various cybersecurity undertakings. The databases will include information the Client may provide to us about the Matter and the Client itself, including privileged information. By engaging the Firm, the Client consents to such arrangements.

Pursuant to Indiana Code 22-5-1.7-11, Krieg DeVault is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Furthermore, Krieg DeVault obtains written certification from any and all subcontractors they use that said subcontractors are enrolled in the E-Verify program. Krieg DeVault does not knowingly employ any unauthorized aliens. Krieg DeVault also requires any and all subcontractors to certify that said subcontractors are enrolled in the E-Verify program.

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.

The Parties acknowledge that the Client 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 Client's fiscal body should fail to appropriate sufficient funds to continue this agreement, it will become null and void. The Client shall not be obligated to perform unless and until sufficient funds are appropriated. The Client 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 Client 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.

In the event that we use electronic mail or cellular phones at any time to communicate with each other, or with third parties, you acknowledge that we have advised you that electronic mail and cellular phones may be subject to a greater risk of interception or unauthorized access than wire-line telephone communication. If at any time you desire that we not use electronic mail or

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cellular phones, you will advise us of such desire and we will act in accordance with your instruction. If you do not so advise us, we will assume that you consent to the use of electronic mail and cellular phones for communications between our attorneys, professionals and staff and you or other persons with respect to your matters and in particular this engagement.

[Remainder of page intentionally left blank]

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## **SCHEDULE A CLIENT EXPENSES**

The following expenses are charged to the Client at Cost:

1. Travel-Related Costs (Automobile Rental charges, Airfare, Mileage at IRS rates, Meals, Lodging, Parking, Tolls)
2. Mailing and Delivery Charges (Registered or Certified Mail, Bulk Mail, Courier Services, Messenger Services)
3. Filing and Copy Charges (Court Fees, Appearance Fees, Court Costs, Certified Copies, Apostille Charges, Title Fees, Recording Fees)
4. Computerized Research
5. Corporate Supplies
6. Binding and Outside Photocopying
7. Data Analytics
8. Deposition Costs (Court Reporters, Transcripts, Exhibit Charges, Realtime Transcriptions, etc.)
9. Videography
10. Forensic Analysis or Consulting Costs
11. UCC Filings and Searches, Judgment and Lien Searches
12. Witness and Expert Witness Fees and Costs
13. Outside Legal fees and Expenses (including Local Counsel)
14. Miscellaneous Expenses (Itemized)

The following expenses are charged to Client at the corresponding rates:

1. Administrative Staff Overtime for time worked x \$50.00 (e.g., .5 hour x \$50.00 = \$25.00)
2. Data/Deal Room Costs at \$500 - \$1,000 depending on size of deal/matter, plus charges for the support personnel to set up and maintain the Data/Deal Room at their hourly rates
3. Litigation Support Data Hosting at \$13 per GB per month
4. Litigation Support Data Processing at \$130 per GB
5. Document Production (up to 20GB at \$200 per production; over 20GB at \$10 per GB per production)
6. Legal Holds (\$3.00 per data custodian per month)
7. Photocopying (\$0.10 per black/white copy; \$1.00 per color copy)