

LEGAL SERVICES AGREEMENT

This agreement ("Agreement") for legal services is entered into by and through the Utility Service Board of the City of Lawrence, Indiana (the "USB") with its office at 9001 E. 59th Street, Indianapolis, Indiana 46216 and Bose McKinney & Evans LLP ("Contractor").

1.0 SERVICES

Contractor shall provide services to the USB as outlined in Attachment A to this Agreement, Scope of Services ("Attachment A").

2.0 TERM

The term of this Agreement shall begin January 1, 2026 and terminate on December 31, 2026, unless terminated earlier in accordance with this Agreement. A renewal or extension shall be effective only by written instrument signed by both the USB and Contractor, authorized by the Corporation Counsel for the City of Lawrence, Indiana (the "Corporation Counsel") pursuant to Ind. Code § 36-4-9-12, and attached hereto as an amendment. All other terms and conditions shall remain the same as set forth herein.

3.0 COMPENSATION

- (a) The cost to the USB for Contractor services under this Agreement shall not exceed ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000.00). The USB agrees to pay Contractor a monthly flat fee of \$10,000 per month. Contractor shall submit, on a monthly basis, a detailed invoice for services performed under this Agreement as described in Attachment B to this Agreement, Contractor's Primary Attorneys, Monthly Invoice, and Reimbursable Expenses ("Attachment B"). Contractor's primary attorneys handling matters under this Agreement and the guidelines concerning authorized reimbursable expenses shall be set forth in Attachment B.
- (b) Contractor shall, as a condition precedent to this Agreement, provide an IRS Form W-9 to the USB for submission to the Controller's Office of the City of Lawrence, Indiana (the "Controller's Office"). Compensation will be directed to the entity and address indicated on the IRS Form W-9.
- (c) The USB has the right to retain final payments if professional services were not rendered in accordance with this Agreement. The final invoice shall be delivered to the USB no later than 45 days after termination of this Agreement. Contractor shall obtain and maintain proper permits and licenses to complete services.

4.0 INDEPENDENT CONTRACTOR

The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City of Lawrence, Indiana (the "City"), including the USB. Contractor is solely responsible for all taxes, and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by

the City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the City, including the USB, in any way except as otherwise provided in this Agreement.

5.0 FINANCIAL REPORTING

Contractor shall be responsible for all financial record keeping and reporting as well as for any state, federal or local income tax reporting and payment, and any other tax-related reporting and payment, pertaining to any and all income earned during the term of this Agreement.

6.0 INSURANCE

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect the City, including the USB, from claims that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or its subcontractors or by anyone directly or indirectly employed by any of them or by anyone directly for whose acts any of them may be liable:

A. Worker's Compensation: Statutory; and

B. Professional Liability: In an amount commensurate with the risk related to services under this Agreement.

A Certificate of Insurance shall be submitted to the USB prior to commencement of any work for Workers' Compensation coverage. The USB shall submit the Certificate of Insurance to the Controller's Office. The Certificate of Insurance shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to the USB. For Professional Liability coverage, Contractor shall provide written confirmation of such coverage prior to the commencement of work under this Agreement.

Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

With the prior written approval of the Corporation Counsel, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

7.0 INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the City, including the USB, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors.

Such indemnity shall include attorney's fees and all cost and other expenses arising therefrom or incurred in connection therewith. The City, including the USB, shall not provide such indemnification to Contractor, provided however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City, including the USB.

8.0 NOTICE

Any notice or other correspondence required to be sent under this Agreement shall be sent to:

| CONTRACTOR: | THE USB: |
|--|--|
| Base McKinney SEvans LLP Attw: Greg Hahn 111 Monument Circle, Suite 2700 Indianapolis, IN 46204 | The City of Lawrence ATTN: Corporation Counsel 9001 E. 59 th Street Indianapolis, IN 46216 Copy to: The City of Lawrence Utility Service Board ATTN: Chairperson 9001 E. 59 th Street Indianapolis, IN 46216 |

9.0 CONFLICT OF INTEREST

Contractor shall notify the Corporation Counsel in writing prior to engaging in a contract with (i) a client that is adverse to the City, including the USB, in any litigation matter in any court or from representing a client in any City administrative hearing, without the express consent of the Corporation Counsel; and (ii) if seeking the Corporation Counsel's consent for such a representation, Contractor shall provide a written request for waiver of conflict of interest, along with a specific description of the proposed representation and the conflict issues it raises. Waiver must be requested for each specific representation to which this subsection applies; blanket waivers will not be sought or granted. The parties acknowledge that the Corporation Counsel, on behalf of the City, including the USB, reserves the right on a case-by-case basis to consent or withhold consent to a representation that poses a conflict.

10.0 MODIFICATIONS

Any modification or revisions to this Agreement shall not be effective nor enforceable against the other party unless such modification or revision is in writing, authorized by the Corporation Counsel pursuant to Ind. Code § 36-4-9-12, and signed by both the USB and Contractor. In the event the services performed by Contractor are not acceptable to the

USB or Corporation Counsel, Contractor shall honor the requests of the USB or Corporation Counsel to make changes to the services at no additional charge, so long as the scope of the services does not change.

11.0 NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, the City's local Ordinance § 1-2-4-13, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this provision may be regarded as a material breach of this Agreement.

12.0 FORCE MAJEURE

Neither party will be liable for failure or delay in performing its obligations under this Agreement if such failure or delay results from any act of God, act of war, civil unrest, labor strike, riot, fire, flood, earthquake, epidemic, act of governmental authorities, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence) ("Force Majeure"). If, due to Force Majeure, either party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then such party will give notice and complete details of such Force Majeure in writing to the other party within a reasonable time after occurrence of such Force Majeure. The contractual obligations of the party giving such notice will be suspended (a) while such party is unable to perform, but for no longer period and (b) only to the extent such party is unable to perform due to the reported Force Majeure. Furthermore, such party will endeavor to remove or overcome such inability to perform with all reasonable dispatch.

13.0 TERMINATION FOR CAUSE OR CONVENIENCE

(a) Termination for Cause.

If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or it refuses to perform disputed work or services as directed pending resolution of such dispute or otherwise violates or fails to perform any term covenant, or provision of this Agreement, the USB may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing provide that Contractor shall be given (1) not less than ten (10) calendar days' written notice of the intent to termination and (2) an opportunity for consultation with the USB prior to termination. If the USB terminates for cause, Contractor's compensation shall be subject to adjustment, which may include an adjustment to the extent of any additional costs incurred or reasonably foresee by the USB to be incurred by reason of Contractor's default. In determining the amount of final payment to made to Contractor upon such termination, if any, no amount shall be allowed for anticipated profit on unperformed services or other work.

(b) Termination for Convenience

- (i) This Agreement may be terminated in whole or in part in writing by the USB provided that Contractor is given (1) not less than ten (10) calendar days' written notice of the intent to terminate; and (2) an opportunity for consultation with the USB prior to termination. If the USB terminates for convenience, Contractor shall be compensated for services performed and expenses reasonably incurred up to the date of receipt of notice of termination.
- (ii) Upon receipt of notice of termination for cause or convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise; (2) deliver or otherwise make available to the USB and Corporation Counsel all documents and information, or materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in process; (3) promptly deliver to the USB and Corporation Counsel, a closing report containing a brief description of any outstanding legal issues or matters pending at the time of termination, including any upcoming litigation deadlines.

- (c) If, after termination for cause it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of the USB. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 13.0(b)(i).

(d) Termination by Contractor

Contractor may terminate this Agreement, for any reason, upon thirty (30) days written notice to the USB and Corporation Counsel, unless Contractor's obligations under the Rules of Professional Conduct require termination on a shorter notice period. If Contractor terminates this Agreement, Contractor shall be entitled to compensation for services performed and expenses reasonable incurred up to the date Contractor sends notice of termination.

(e) Termination Authority

Notwithstanding Sections 13.0(a) through (d) of this Agreement, the continued engagement of the Contractor is expressly conditioned upon authorization by the Corporation Counsel pursuant to Ind. Code § 36-4-9-12. If the Corporation Counsel determines that such authorization should be withdrawn, the USB shall provide the Contractor with written notice of the intent to terminate.

The Contractor shall be given not less than ten (10) calendar days' written notice of the intent to terminate and an opportunity for consultation with the Corporation Counsel during such notice period (the "Notice Period"). Upon expiration of the Notice Period, this Agreement shall terminate unless the Corporation Counsel confirms in writing that authorization remains in effect.

14.0 TERMINATION FOR FAILURE OF FUNDING

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the USB are at any times insufficient or not forthcoming through failure for any entity to appropriate funds or otherwise, the USB shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instant this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received.

15.0 APPLICABLE LAWS; FORUM

(a) Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964, and if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the USB and Contractor to determine whether the provisions of this Agreement required formal modification.

(b) This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable ordinances of the City. Suit, if any, shall be brought in the State of Indiana, County of Marion.

16.0 DISPUTES

Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the City, including the USB. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and the USB may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all nondisputed work without delay, any additional costs incurred by the USB or Contractor as a result of such failure to proceed shall be borne by the Contractor, and Contractor shall make no claim against the City, including the USB, for such costs. The USB may withhold payments on disputed items pending resolution of the dispute.

17.0 ASSIGNMENT

The USB and Contractor each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, including the USB.

18.0 COMPLIANCE WITH E-VERIFY PROGRAM

As required by Ind. Code § 22-5-1.7, by signing this Agreement, Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an

unauthorized alien. Contractor further agrees that Contractor shall enroll in and verify the work eligibility status of its newly hired employees through the E-Verify program as defined in Ind. Code § 22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

19.0 SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provisions shall continue in force and effect.

20.0 QUALIFICATIONS AND LICENSURE

Contractor represents that the person or persons who will work under this Agreement possesses the training, skills, and experience necessary to provide the services described in Attachment A. Contractor shall ensure that all personnel ("Contractor's Personnel") who are performing services under this Agreement maintain current, valid, and unrestricted licenses to practice law in Indiana.

Contractor shall notify the Corporation Counsel, in writing and within twenty-four (24) hours after Contractor becomes aware of (a) any information indicating that any of Contractor's Personnel do not meet any qualifications set forth above (b) any claim, lawsuit or administrative proceedings initiated against any of Contractor's Personnel by a professional agency, court, or state licensing or regulatory body; (c) if there is a change in Contractor's or Contractor's Personnel professional liability insurance coverage; (d) any other matter that would impair Contractor's ability to perform this Agreement or Contractor's Personnel's ability to practice law or otherwise provide the services specified in this Agreement; or (e) any other information concerning Contractor or Contractor's Personnel working on the services outlined in this Agreement that reasonably could impair Contractor's reputation or result in liability to the City, including the USB.

21.0 MINORITY, WOMEN, DISABLED OR VETERAN-OWNED BUSINESS PARTICIPATION

The City seeks to utilize minority-owned business enterprises, women-owned business enterprises, disabled-owned business enterprises, and veteran-owned business enterprises for public works projects, as well as procurement of goods and services. The City encourages its contractors to utilize minority, women, disabled or veteran-owned business enterprises as subcontractors in the performance of services under this Agreement, and to voluntarily report to the City the use of and dollar amount paid to these subcontractors.

22.0 CONFIDENTIALITY

The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public

records. Contractor understands that the information provided to it or obtained from the City, including the USB, during the performance of its services, including all matters encompassed in the scope of services” as defined in Attachment A, is confidential and may not, without prior written consent of the Corporation Counsel, be disclosed to a person not in the City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to the City, including the USB. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement.

Confidential Information shall not include information that:

- (a) was known to the Contractor at the time it was received, as evidenced by the Contractor's written records;
- (b) is, as of the time of disclosure or thereafter becomes, part of the public domain through no act or omission of the Contractor;
- (c) is rightfully made known to the Contractor by a third party who is not under an obligation of confidentiality with respect to such information;
- (d) is required to be disclosed pursuant to a governmental authority, law, regulation, duly authorized subpoena, or court order, provided that the Contractor shall, to the extent permitted by law, provide prompt written notice to the Corporation Counsel prior to such disclosure and reasonably cooperate in any effort to seek protective treatment; or
- (e) is independently developed by the Contractor without reference to or use of the Confidential Information.

Notwithstanding any exception to the confidentiality obligation set forth in this section that would otherwise apply, Contractor acknowledges its duty to adhere fully to Rules 1.6 and 1.9 of the Indiana Rules of Professional Conduct pertaining to confidentiality of client information and former client information.

Contractor shall not, under any circumstances, release information provided to it by, or on behalf of the City that is required to be kept confidential by the City pursuant to Indiana law except as contemplated by this section of the Agreement.

Contractor acknowledges that the City will not treat this Agreement as confidential information. Use by the public of any document or the information contained therein shall not be considered an act of the City.

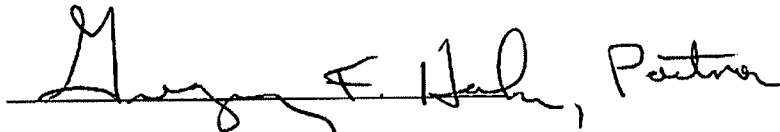
23.0 ELECTRONIC SIGNATURES

The USB and Contractor agree to signature both in counterparts and by email.

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IN WITNESS THERETO, the parties have executed this Agreement.

CONTRACTOR

Handwritten signature of Gregory F. Hahn, Partner

Gregory F. Hahn, Partner

Printed Name and Title

DATE: February 9, 2026

THE CITY OF LAWRENCE, INDIANA UTILITY SERVICE BOARD

Printed Name and Title

DATE: _____

ATTACHMENT A: SCOPE OF SERVICES

Scope of Services:

The USB retains Contractor to perform legal services regarding 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.

Excluded Services:

The Scope of Services shall not include non-routine or special project-specific legal services, including, but not limited to, bonds, litigation, appellate matters, administrative hearings, public financing, audits, construction matters, ratemaking, labor and employment matters, PFAS-related matters, and other similar specialized legal services.

Additional Services:

Should the Corporation Counsel and the USB desire to engage the Contractor to perform any services outside the Scope of Services, such services must be authorized in writing in advance by the Corporation Counsel pursuant to Ind. Code § 36-4-9-12 and included in a written amendment to this Agreement executed by the USB and the Contractor. Any services performed without such prior authorization and amendment shall be deemed unauthorized and non-compensable.

**ATTACHMENT B: CONTRACTOR'S PRIMARY ATTORNEYS, MONTHLY
INVOICE, AND REIMBURSABLE EXPENSES**

Primary Attorneys:

| Name | Title |
|-----------------|--------------|
| Gregory F. Hahn | Partner |
| Jacob T. Antrim | Associate |
| | |
| | |

Contractor's primary attorneys who will handle matters under this Agreement are listed above. Contractor may use other Contractor attorneys to work on USB matters under this Agreement so long as those attorneys' rates are covered under the monthly flat fee provided in Section 3 of this Agreement.

Monthly Invoice:

Contractor's monthly invoice to the USB shall contain an itemized list of services performed, naming the individuals performing the services and describing the services with reasonable specificity. Notwithstanding the above, Contractor's total compensation under this Agreement shall not exceed \$120,000 as provided in Section 3 of this Agreement.

Reimbursable Expenses:

All expenses, including those related to charges from third parties, should be invoiced as outlined in Section 3 of this Agreement. The USB will reimburse for actually incurred, reasonable, out-of-pocket expenses with no mark-up. Expenses must be itemized and should provide sufficient detail so that there is no question as to the nature of the expense or the reason for it. Such expenses may not be in part or whole related to overhead, which should be included in the monthly flat fee paid by the USB to Contractor. Any reimbursable expense that exceeds Two Hundred and Fifty Dollars (\$250) must be approved, in writing, and in advance by the USB.

Travel within Marion County and/or within sixty (60) miles of Contractor's office location(s) will not be reimbursed. If travel beyond the limitation noted above is needed, the details of such travel shall be approved, in writing, and in advance by the USB.