

REPRESENTATION AGREEMENT BETWEEN
BOSE PUBLIC AFFAIRS GROUP AND
CITY OF NOBLESVILLE

This Agreement, made and entered into on the 2nd day of July, 2018 by and between Bose Public Affairs Group with offices at 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204 (hereinafter referred to as 'BPAG'), and City of Noblesville with offices at 16 South 10th Street Noblesville, IN 46060 (hereinafter referred to as 'Noblesville').

WITNESSETH:

WHEREAS, Noblesville wishes to retain BPAG to perform certain State government relations services on their behalf, in support of Noblesville, with the State of Indiana; and

WHEREAS, BPAG wishes to undertake representation of Noblesville in matters concerning State government relations services;

NOW, THEREFORE, in consideration of the payments to be made to BPAG, as hereinafter provided, and the mutual agreements contained herein, the parties agree as follows:

1. Terms and Termination:

This agreement shall be effective beginning July 2, 2018, and shall continue in full force and effect through July 2, 2019.

2. Services:

Noblesville hereby retains BPAG to perform government relations services in order to support Noblesville. BPAG and Noblesville will work together to identify specific plans and programs which will support Noblesville. The primary focus of services performed by BPAG will be state legislative monitoring and state legislative lobbying. Noblesville and BPAG will work together to identify specific plans and programs which will support Noblesville and the scope of service.

3. Independent Contractor:

BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with Noblesville.

4. No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:

The services to be provided under this Agreement are not legal services, but are law-related services, as defined in Rule 5.7 of the Indiana Rules of Professional Conduct. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:

- a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to Noblesville. BPAG agrees that, except with the consent of Noblesville or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of Noblesville to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
- b. Without the consent of Noblesville, BPAG will not represent another client, if in applying the customary standards of the profession, the representation of that client would be reasonably foreseeable to be directly adverse to Noblesville with respect to the services provided under this Agreement, or if BPAG's representation of Noblesville, under the customary standards of the profession, would be materially limited in a material way by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

5. Compensation:

As compensation for the performance by BPAG of its obligations under this Agreement, Noblesville agrees to pay BPAG \$4,000.00 per month, totaling \$48,000.00.

6. Expenses:

BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of Noblesville in the course of BPAG's representation of Noblesville, such as, but not limited to, shipping charges, mileage charges, airline travel, hotel expenses, and reasonable and necessary entertainment expenses. Any expenditure beyond this description will only be incurred with prior approval from Noblesville.

This Agreement constitutes the entire contract between the parties and no other promises or representations have been made. Any modifications to this Agreement must be made in writing.

ACKNOWLEDGED AND AGREED TO BY:

Bose Public Affairs Group

Justin Branson
Name

Vice President
Title

6/13/18
Date

City of Noblesville

John Stene
Name

Mayor
Title

7-10-2018
Date