

**REPRESENTATION AGREEMENT BETWEEN
BOSE PUBLIC AFFAIRS GROUP AND
TOWN OF WHITESTOWN**

This Agreement, made and entered into on the ____ day of ____, by and between Bose Public Affairs Group with offices at 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204 (hereinafter referred to as 'BPAG'), and the Town of Whitestown with offices at 6210 Veterans Drive, Whitestown, Indiana 46075 (hereinafter referred to as 'Client ').

WITNESSETH:

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

WHEREAS, BPAG wishes to undertake representation of Client in matters concerning 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 June 1, 2020, and shall continue in full force and effect through May 31, 2021. This agreement shall automatically renew for successive one year terms unless either party gives notice of termination at least 30 days before the renewal date (i.e., before May 1 each year).

2. Services:

Client hereby retains BPAG to perform government relations services in order to support Client. BPAG and Client will work together to identify specific plans and programs which will support Client. The primary focus of services performed by BPAG will be strategic legislative planning, direct legislative lobbying, legislative monitoring and direct executive branch lobbying as needed. Client designates the Whitestown Town Manager ("Client Contact") as the primary point of contact for BPAG for coordinating on BPAG services.

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 Client.

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 Client. BPAG agrees that, except with the consent of Client or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of Client 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 Client, 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 Client with respect to the services provided under this Agreement, or if BPAG's representation of Client, 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, Client agrees to pay BPAG \$5,000 per month, totaling \$60,000. The fees may be adjusted each renewal year by up to 5%. The Client Contact may further approve additional special projects or added services from BPAG, as needed, that are within Client Contact's spending authority.

6. Expenses:

BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of Client in the course of BPAG's representation of Client, 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 Client.

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 and be mutually agreed upon by both parties.

ACKNOWLEDGED AND AGREED TO BY:

Bose Public Affairs Group

Town of Whitestown



Name

Name

Vice President

Title

Title

May 1, 2020

Date

Date