

1 **BILL NO. S-20-11-22**

2 **SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

3 AN ORDINANCE approving the 2021 ADDENDUM to  
4 THE REPRESENTATION AGREEMENT between the  
5 City of Fort Wayne, Indiana, and BOSE PUBLIC  
6 AFFAIRS GROUP

7 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF**  
8 **THE CITY OF FORT WAYNE, INDIANA;**

9 **SECTION 1.** That the Addendum of the Representation Agreement  
10 between the City of Fort Wayne and Bose Public Affairs Group ("Agreement"), a  
11 copy of which is attached hereto and incorporated herein by reference as Exhibit A,  
12 pursuant to which the Agreement will be extended for:

13 A term of twelve (12) months beginning January 1, 2021 through  
14 December 31, 2021

15 Involving an annual cost of EIGHTY-FOUR THOUSAND AND 00/100 DOLLARS  
16 – (\$84,000.00) – is hereby in all things ratified, confirmed and approved.

17 **SECTION 2.** That this Ordinance shall be in full force and effect from and  
18 after its passage and any and all necessary approval by the Mayor.  
19

20  
21  
22 \_\_\_\_\_  
23 Council Member

24  
25 APPROVED AS TO FORM AND LEGALITY

26  
27  
28 \_\_\_\_\_  
29 Carol Helton, City Attorney  
30

**REPRESENTATION AGREEMENT BETWEEN  
BOSE PUBLIC AFFAIRS GROUP AND THE CITY OF FORT WAYNE**

This Agreement, made and entered into on the 22 day of December 2010, 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 City of Fort Wayne with offices at 200 East Main Street, Suite 800, Fort Wayne, Indiana 46802 (hereinafter referred to as 'FT WAYNE').

**WITNESSETH:**

WHEREAS, FT WAYNE wishes to retain BPAG to perform certain State Government Affairs services on their behalf, with the Indiana State Government; and

WHEREAS, BPAG wishes to undertake representation of FT WAYNE in state legislative matters concerning economic development, taxation, public finance, public pensions, environmental regulation and other matters to be identified from time to time;

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 January 1, 2011, and shall continue in full force and effect through December 31, 2011.

**2. Services:**

FT WAYNE hereby retains BPAG to perform government relations services in order to support FT WAYNE. BPAG and FT WAYNE will work together to identify specific plans and programs which will support FT WAYNE. The primary focus of services performed by BPAG will be legislative and executive branch lobbying.

**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 FT WAYNE.

**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 FT WAYNE. BPAG agrees that, except with the consent of FT WAYNE or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of FT WAYNE 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 FT WAYNE, 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 FT WAYNE with respect to the services provided under this Agreement, or if BPAG's representation of FT WAYNE, 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, FT WAYNE agrees to pay BPAG \$5,000 per month, totaling \$60,000.

**6. Expenses:**

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

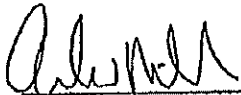
**7. Entire Agreement:**

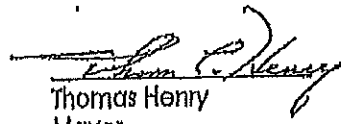
This Agreement constitutes the entire contract between the parties and no other promises or representations have been made. Any modifications to this Agreement must be made in writing.

ACKNOWLEDGED AND AGREED TO BY:

BOSE PUBLIC AFFAIRS GROUP

CITY OF FORT WAYNE

  
\_\_\_\_\_  
Andrew Miller  
Vice President

  
\_\_\_\_\_  
Thomas Henry  
Mayor

3/3/11  
\_\_\_\_\_  
Date

3/3/11  
\_\_\_\_\_  
Date

ADDENDUM TO AGREEMENT BETWEEN BOSE PUBLIC AFFAIRS GROUP  
AND THE CITY OF FORT WAYNE

SECTION 1. This Addendum modifies and supplements the Representation Agreement between Bose Public Affairs Group and the City of Fort Wayne, entered into on the 22<sup>nd</sup> day of December 2010. This addendum modifies the agreement date to be effective beginning January 1, 2021, and the Agreement shall continue in full force and effect through December 31, 2021.

SECTION 2. As compensation for the performance by BPAG of its obligations under this Agreement, Fort Wayne agrees to pay BPAG \$7,000 per month, totaling \$84,000.

SECTION 3. 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.

BOSE PUBLIC AFFAIRS GROUP LLC

CITY OF FORT WAYNE

\_\_\_\_\_  
Andrew D. Miller  
Managing Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date