

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY - OFFICE OF
CORPORATION COUNSEL
AND
BOSE PUBLIC AFFAIRS GROUP
FOR
GOVERNMENT RELATIONS SERVICES**

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Consolidated City of Indianapolis and Marion County - Office of Corporation Counsel** (hereinafter referred to as "City") and **Bose Public Affairs Group** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachment described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

Contractor shall provide services as specified in Attachment A, Scope of Services, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin on July 1, 2025 and shall terminate on December 31, 2025 unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A, attached hereto and incorporated herein. As compensation for the performance by Contractor of its obligations under this Agreement, inclusive of any and all expenses related to the performance of those obligations, City agrees to pay Contractor **Forty Thousand Dollars and No Cents (\$40,000.00) per month**. However, in no event shall compensation under this Agreement exceed **Three Hundred Forty-Thousand Dollars and No Cents (\$340,000.00)**.
- 4.02 Contractor shall submit, on a monthly basis, invoice for services performed under this Agreement and shall cooperate with and provide any other necessary information to City. Notwithstanding Contractor's fixed monthly rate of compensation, Contractor's monthly invoice will itemize with specificity the services performed during the billing period. Invoices shall be submitted to OCCinvoices@indy.gov

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor.

The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, 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 City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

5.02 Subcontracting.

5.02.1 Approval required - The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.02.2 Prompt Payment Required.

Contractor shall pay any subcontractors and/or suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Contractor shall provide such documentation within fourteen (14) days of such request.

5.02.3 Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation - To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Failure of Contractor to comply with either (a) or (b), above, shall constitute a breach of this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

- 5.04.1 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 City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in 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 City. 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 by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.
- 5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.
- 5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 Records: Audit.

Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership.

5.06.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art,

computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance.

Contractor shall, purchase and thereafter maintain the types of insurance in the amounts listed below as will protect it and the City from claims that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by 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 the services under this Agreement.

5.07.1 A Certificate of Insurance shall be filed with the City prior to the commencement of any work for Worker's Compensation coverage. This certificate shall contain a provision that the policies and the coverage afforded will not be canceled until at least 30 days after written notice has been given to City. For Professional Liability coverage, Contractor shall provide written confirmation of coverage prior

to the commencement of work under the Agreement.

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

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default. In the event of a termination for cause under this subparagraph, Contractor shall be entitled to compensation only through the last full calendar month of services rendered before Contractor receives notice of termination.

5.08.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor shall be entitled to compensation, on a pro rata basis, for services performed up to the date of Contractor's receipt of City's notice of intent to terminate.

5.08.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding.

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification.

Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third-party claims, actions, causes of action, judgments and liens to the extent they arise out of 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 regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City 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 City.

5.11 Notice.

Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:	To City:
Michael O'Connor Bose Public Affairs Group 111 Monument Circle Suite 2700 Indianapolis, IN 46204	Brandon Beeler Corporation Counsel 200 E. Washington Street Suite 1601 Indianapolis, IN 46204

5.12 Disputes.

Contractor shall carry on all work required under this Agreement and maintain the

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

5.13 Non-discrimination.

Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.14 Conflict of Interest.

5.14.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.14.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.14.3 Non-contingent Fees.

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure.

In the event that either party is unable to perform any of its obligations under this Agreement - or to enjoy any of its benefits - because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take

commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws: Forum.

5.16.1 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 City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.17 Waiver.

City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.18 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 which can operate independently of such stricken provisions shall continue in full force and effect.

5.19 Attorneys' Fees.

Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns.

City and Contractor each binds 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 City. Nothing herein shall be construed as creating

any personal liability on the part of any officer or agent of City.

5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.22 Debarment and Suspension

5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.22.2 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16 5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.3 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program.

By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that:

5.23.1 Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC§ 22-5-1.7-3. Contractor is not required to participate should the E-Verify program cease to exist. Additionally, Contractor is not required to participate if Contractor is self-employed and does not employ any employees.

5.23.2 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.

5.23.3 Contractor shall require its subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

5.23.4 If Contractor is in violation of IC § 22-5-1.7 and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach.

5.24 Key Persons.

The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.25 Electronic Signature.

Contractor and City agree to signature both in counterparts and by facsimile.

5.26 Post-Employment Restrictions.

Contractor, providing services under this Agreement, certifies to City that no employee, contract employee, or sub-contractor of Contractor:

5.26.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;

5.26.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;

5.26.3 Has violated any provision of Chapter 293 of the Revised Code of the Consolidated City of Indianapolis and Marion County, regarding the

solicitation, negotiation, awarding, or performance of this Agreement;

- 5.26.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.26.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Revised Code of the Consolidated City of Indianapolis and Marion County) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

5.27 Method of Payment.

Contractor shall accept invoice payments via City/County check or Automated Clearing House (ACH) at the City's sole option and discretion.

5.28 Additional Information upon Request.

The Contractor shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

5.29 Wage Theft/Payroll Fraud.

The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor has not had any adverse determinations rendered against the Contractor within the preceding three (3) years.

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ATTACHMENT A: SCOPE OF SERVICES

Scope of work

Manage all aspects of the work product of the Legislatively mandated Indianapolis Local Education Alliance (“ILEA”) and the Appointees of the organization made by the Mayor of Indianapolis, Superintendent of the Indianapolis Public Schools (“IPS”) and the Board President of the IPS Board of Commissioners.

A. Prepare detailed agenda for each of the remaining publicly noticed meetings:

July 23rd, 2025 @ 6pm

Aug. 20th, 2025 @ 6pm

September 24th @ 6pm

October 22nd, 2025 @ 6pm

November 19th, 2025 @ 6pm

December 17, 2025 @ 6pm

B. Work with the Mayor’s office and IPS Superintendent’s office to design a workflow for already established meetings and work process for any additional meetings of the ILEA or any subdivision of the legislatively created entity that will allow for the mandated work product to be completed.

I) Create a Facilities Assessment Plan that is inclusive of all current Indianapolis Public Schools Facilities, all facilities associated with the IPS Innovation Network Schools and all facilities associated with schools operating within the boundaries of IPS under agreements with the Indianapolis Office of Education Innovation, Indiana Charter School Board, Trine University or any other authorizer as defined in statute.

II) Develop for consideration by the ILEA a transportation model that has the capacity to serve the needs of students and families across the spectrum of traditional public schools, IPS Innovation Network Schools and all Charter Schools operating within the IPS boundaries. Work will entail presenting a model for adoption by the Indiana General Assembly.

III) Create an exhaustive individualized list for review and inclusion by the Mayor of Indianapolis and the ILEA of all other Legislatively created mandates that are the responsibility of this Legislatively created entity.

IV) Create an exhaustive list of options or opportunities spelled out in the legislation that created the ILEA that are not mandated but should be considered, including, but not limited to finance, future referenda, asset management, debt management consideration and shared purchasing concepts.

C. Prepare a timeline for review and approval that details planning, work product, final decision-making timelines for all reporting requirements necessary to meet the December 31st deadline for the ILEA’S final report to the State Legislature.

D. Work with the Indianapolis Mayor’s Office and IPS Administration to staff the already

set ILEA meetings and schedule any subsequent meetings necessary to meet with Legislative Requirements of the ILEA.

Work Team and Work Product

- A. The Bose Public Affairs Group (“BPAG”) team working on this project will be led by BPAG Principal Michael O’Connor and will include any members of the BPAG team necessary to complete the project by the required deadline.
- B. BPAG will report to the Indianapolis Mayor’s Office as its primary client on this matter.
- C. BPAG will coordinate closely with the IPS, its Superintendent, Board of Commissioners and the leadership team as directed by the Superintendent of IPS.
- D. BPAG will provide coordination with other groups involved in education matters within Indianapolis/Marion County as directed by the Mayor’s Office and as made necessary to conduct the work as project manager for the Legislatively created ILEA.
- E. BPAG will rely upon the lawyers at Bose McKinney & Evans to assure that the work conducted by the ILEA is meeting the legal requirements specified by the Indiana General Assembly.
- F. BPAG will work closely with the Indianapolis Mayor’s Office, the IPS Administration to detail the legislative changes needed to meet the final recommendation of the ILEA for consideration by the Indiana General Assembly in 2026.
- G. Any outside consultants necessary for the work conducted by the ILEA will be hired by BPAG and the costs will be included in the payment to BPAG for the final work product.

ATTACHMENT B: FEES AND EXPENSES

BPAG fees

BPAG shall receive \$40,000 per month for a 6-month period to conduct the work of the Legislatively created ILEA with an option for the City to extend the contract for an additional 4 months to support the recommendations of the ILEA at the Indiana General Assembly during the 2026 Legislative session.


BPAG will maintain responsibility to hire any outside consultants, with the approval of the Mayor's Office, necessary for completion of the work mandated by the Legislature in an amount not to exceed \$100,000.00 for the outside consultants.

BPAG will provide a detailed monthly report of activities built around the monthly meetings of the ILEA, as well as weekly summary reports.


Invoices shall be submitted on a monthly basis to OCCinvoices@indy.gov.

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

CONTRACTOR

By:  Date: 08/20/2025
 Printed: MICHAEL O'CONNOR
 Title: Principal
 Company: BOSE PUBLIC AFFAIRS GROUP

AGENCY/DEPARTMENT

By:  Date: 8/20/2025
 Printed: Brandon E. Beeler
 Title: Corporation Counsel
 Agency/Department: OFFICE OF CORPORATION COUNSEL

APPROVED AS TO AVAILABILITY OF FUNDING

By:  Date: 8-20-25
 Printed: Abigail Hanson
 Title: Controller
 Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED FOR EXECUTION BY MAYOR OR MAYOR'S DESIGNEE

By:  Julie A. Slaughter

Date: 08/20/2025

Printed: Julie A. Slaughter

Title: Dep. Corporation Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL

APPROVED AS TO FORM AND LEGALITY

By:  Ellen Gabovitch

Date: 20 August 2025

Printed: Ellen Gabovitch

Title: Chief Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL